

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

November 18 , 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

AGENDA ITEMS

A. PUBLIC HEARINGS

1. Approval of Redistricting Plan
2. Ordinance No. O-109 An Ordinance of Chaves County Approving the Project and Authorizing the Execution of an Intergovernmental Agreement and a Project Participation Agreement for LEDA Eligible Expenditures in Connection with the Construction of an MRO Facility in Chaves County
3. Case SD 2021-2 Vacation of 20-foot-wide alley in Camino Del Pinos Sub.
4. Case SD 2021-3 Vacation of two 20 ft wide alley in Camino Del Pinos Sub.
5. Case SD 2021-4 Vacation of 20-foot-wide alley in Blk 22 Los Lomas Sub.
6. Case Z 2021-6 Special Use Permit for Wireless Telecommunication Facility

B. AGREEMENTS AND RESOLUTIONS

7. Agreement A-21-049 Lease for 1600 S.E. Main Suite D2 Office 1
8. Resolution R-21-053 Approval of Budget Adjustment FY 21-22

9. Resolution R-21-054 Holiday Schedule for 2022

OTHER BUSINESS

10. Request for Out- Of- State Travel

11. Waiver of Right-of-Way fee for Berrendo Water Cooperative Water Line Repair

**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

Resolution R-21-055 Approval of
Chaves County Redistricting Plan

MEETING DATE:

November 18, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approval of Redistricting Plan

ITEM SUMMARY:

Chaves County is required to evaluate Commission Districts every 10 years after the completion of the Census. On November 9, 2021 four potential Redistricting Plans were presented and discussed at a public hearing, which included public involvement and discussion. A fifth plan was requested from New Mexico Demographic Reporting to provide one addition option. The Board now needs to decide on which plan they will adopt.

Staff recommends approval of a Redistricting Plan

SUPPORT DOCUMENTS: Redistricting Maps found at www.chavescounty.gov

SUMMARY BY: William B. Williams

TITLE: County Manager

AGENDA ITEM: 2

Ordinance No. O-109 An Ordinance of Chaves County Approving the Project and Authorizing the Execution of an Intergovernmental Agreement and a Project Participation Agreement for LEDA Eligible Expenditures in Connection with the Construction of an MRO Facility in Chaves County

MEETING DATE: November 18, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Ordinance

ITEM SUMMARY:

This Ordinance, if approved, would allow Chaves County to enter into a Project Participation Agreement (PPA) with Ascent Aviation Services for economic development. In addition, the Ordinance authorizes the County to enter into an Intergovernmental Agreement with the State of New Mexico Economic Development Department. The project plan would include a maximum of \$4,000,000 in assistance be provided to Ascent Aviation Services. These funds would be available for lease payment abatement by the State. The PPA sets forth milestones and requirements of Ascent Aviation Services to obtain the economic development funds. There is also a claw back provision in the PPA. The goal of this project is to create up to 354 new jobs in Chaves County.

This is a public hearing and was properly advertised in the Roswell Daily Record Staff recommends approval.

SUPPORT DOCUMENTS: Ordinance O-109, Draft Project Participation Agreement, Draft Intergovernmental Agreement

SUMMARY BY: Bill Williams

TITLE: County Manager

ORDINANCE NUMBER O-109

AN ORDINANCE OF CHAVES COUNTY APPROVING THE PROJECT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND A PROJECT PARTICIPATION AGREEMENT, ACCEPTING FROM THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT \$4,000,000 FOR LEDA ELIGIBLE EXPENDITURES IN CONNECTION WITH THE CONSTRUCTION OF AN AVIATION MAINTENANCE REPAIR OVERHAUL (MRO) FACILITY IN CHAVES COUNTY

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

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

WHEREAS, Ascent Aviation Services project is a qualifying entity as stated in Ordinance No. 0-088, by being "a business in which all or part of the activities of the business involves the supplying of services to the general public or to government agencies or to a specific industry or customer;" and

WHEREAS, the State of New Mexico Economic Development Department desires to support Ascent Aviation Services development through its 2021 Capital Outlay Fund by entering into a Contract with Chaves County to contribute \$4,000,000 toward the lease payment abatement for a manufacturing facility; and

WHEREAS, Chaves County desires to enter into an agreement with Ascent Aviation Services in the form of a Project Participation Agreement, as provided for in Ordinance No. 0-088.

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

Section 1. The Ascent Aviation Services Project application is hereby approved, and the Chair of the Commission is authorized to execute on behalf of the Chaves County Commission an Intergovernmental Agreement in substantially the form attached with the State of New Mexico Economic Development Department to accept \$4,000,000 to be used specifically for the reimbursement of lease payments, by Ascent Aviation Services in Chaves County.

Section 2. The Chair of the Commission is authorized to execute on behalf of Chaves County a Project Participation Agreement in substantially the form attached with Ascent Aviation Services, for the construction and development of an Aviation Maintenance Repair Overhaul (MRO) facility by Ascent Aviation Services.

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

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

Section 5: Effective date. This ordinance shall be effective December 18, 2021.

PASSED, ADOPTED, SIGNED and APPROVED the 18th day of November, 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Commission Chair

ATTEST:

Cindy Fuller, Chaves County Clerk

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2021 by and between **COUNTY OF CHAVES**, a political subdivision of the state of New Mexico (the "County"), and **ASCENT AVIATION SERVICES** (the "Company").

Recitals.

- A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.
 - B. Pursuant to the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-13 ("LEDA"), the County adopted Ordinance No. O-088 (the Chaves County "Economic Development Plan Ordinance (LEDA)") authorizing the County to consider applications for economic development assistance;
 - C. As provided in the Economic Development Plan Ordinance, the County considered an application from the Company, which proposed that the County serve as local government conduit for an appropriation of up to \$3,000,000.00 from the Legislature of the State of New Mexico (the "State Contribution") to go toward the Company's construction and infrastructure improvements to property located at the Roswell Air Center in the City of Roswell, New Mexico (the "Project"). The company will establish operations by December 31, 2021 and will employ at least 354 full-time persons by December 31, 2026.
 - D. The County has adopted Ordinance No. O-109 ("Project LEDA Ordinance") finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.
1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. Substantive Contribution from the Company.

- a. **Facility.** The Company will establish business operations located at the Roswell Air Center in the City of Roswell, New Mexico (the “Facility”).
- b. **Investment.** The Company will make capital investments in the Project and costs associated therewith (including building renovations, equipment, tangible personal property and services associated with the construction and equipping of the Project) in the amount of approximately \$18,000,000 by December 31, 2023, provided, however, failure to meet this level of Project Contribution will not constitute a breach of this Agreement.
- c. **Job Creation.** The Company will directly employ a target of 354 full-time employees at the Facility by December 31, 2026 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee healthcare coverage and the full range of benefits offered to other full-time employees of the Company. Full-time employees do not include agency, sub-contracted, temporary employees or independent contractors.
- d. **Schedule.** A preliminary Project schedule is as follows, but failure to meet these milestones will not constitute a breach of this Agreement.

Spring 2022	Initiate Hangar construction
Summer 2022	Begin hiring
Fall 2022	Project in full operation

- e. **Sustainability.** Although the Company intends to have a long-term presence in the County, for purpose of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2026.

3. The County Contribution.

- a. The County will contribute up to \$3,000,000 in the form of infrastructure improvements. The County Contribution will be disbursed to the Company through separate agreement(s).
- b. The County will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The County will comply with the Local Economic Development Act (“LEDA”) with respect to the acceptance and disbursement of the State Contribution. As required by the LEDA Ordinance and the Act, the County will deposit the State Contribution into a clearly identified separate account. The State Contribution will be disbursed to the Company through the County for reimbursement of LEDA Eligible Expenditures.

4. The State Contribution

- a. The County anticipates that the State Contribution will be delivered by the State to the County for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the County, after which time the County will request transfer of the State Contribution. Upon receipt, the County will place the State Contribution into a separate account established in connection with the Project, as required by law. The County will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the County and the State. The County will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the County. For purposes of this Agreement, LEDA Eligible Expenditures shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place and/or the lease to access the land or facilities.
- b. The State Contribution is composed of up to \$4,000,000.00. The State Contribution will be disbursed to the Company in accordance with the provisions of this Agreement for such purposes as set forth in Section 5-10-15D NMSA 1978.

5. Disbursement of State Contributions

- a. State contributions shall be placed into a single account and disbursed through the County.
- b. **Conditions to Disbursement; Performance Milestones.** The State Contributions will be disbursed in five (5) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

Amount of State Contribution Available for Disbursement	Disbursement Performance Milestones
\$1,000,000	Certificate of Occupancy issued for the Facility and incur LEDA eligible Expenditures (defined below).
\$1,000,000	Employ at least 130 persons or more (per quarterly Wage and Employment report submitted to State of NM) for six (6) consecutive months and incur LEDA eligible Expenditures (defined below).
\$1,000,000	Employ at least 186 persons or more (per quarterly Wage and Employment report submitted to State of NM) for six (6) consecutive months and incur LEDA eligible Expenditures (defined below).
\$500,000	Employ at least 242 persons or more (per quarterly Wage and Employment report submitted to State of NM) for six (6) consecutive months and incur LEDA eligible Expenditures (defined below).
\$500,000	Maintain a minimum employment level of 354 or more (per quarterly Wage and Employment report submitted to State of NM) for six (6) consecutive months and incur LEDA eligible expenses.

“LEDA Eligible Expenditures” means an expenditure for lease of land and/or building at the Roswell International Air Center disbursement is equal to 80% of lease paid up to allowable maximum or other items as stated in Section 4a. of this document.

- 6. Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the County a written request for disbursement of the State Contribution (the “Disbursement Request”). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico. The Company will not submit a Disbursement Request for less than \$50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution then available to the Company at any time. The County may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.
- 7. No Offset of County costs.** The County may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.

8. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution, Company shall furnish the County with a Letter of Credit, Surety Bond or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be \$4,000,000. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made; for example, if the 1st disbursement is for \$500,000.00 and a 2nd disbursement is for another \$250,000. the total security must equal \$750,000 before the second disbursement is requested. The Security shall be delivered to the County no less than 15 days before request for Disbursement.

- a. The County may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
- b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2027, unless earlier released in accordance with this Agreement.
- c. If the State reduces the amount of LEDA Funds that are made available for the Project and/or if the company does not draw the entire amount of the LEDA Funds available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds received by the Company.

9. **Clawbacks.**

Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions set forth herein.

- a. **Facility Closure Clawback.** If the Company ceases operations in the County on or before December 31, 2026, the Company will repay to the County all LEDA Funds that the Company received as of that date (the "Facility Closure Clawback") and the County shall have the right to execute reimbursement from the Security, but only after thirty (30) days following written demand for payment to the Company. For purposes of this Agreement, a failure to produce product for a period of 90 days or more or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the County within 10 days.

- b. **Performance Clawback.** It is the Company’s intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned “Cumulative Fulltime Target Job Number” on the Job Measurement Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned “Minimum Job Number” in the table below ¹on each of the specified Job Measurement Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the County which will be applied in the percentage set forth in the table below:

Job Measurement Date	Cumulative Fulltime Target Job Number	Minimum Job Number	Clawback Penalty if Minimum Job Number not met
December 31, 2022	130	117	100% of Clawback Penalty
December 31, 2023	186	167	100% of Clawback Penalty
December 31, 2024	242	218	75% of Clawback Penalty
December 31, 2025	298	268	50% of Clawback Penalty
December 31, 2026	354	329	25% of Clawback Penalty

For the purposes of this Section:

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

“Cure Period” is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the County a Clawback Penalty determined in accordance with the table set forth above.

See Attachment 1 hereto for examples of Clawback Calculations

The parties hereto recognize certain economic factors generally described as “Business Climate Changes” are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. “Business Climate Changes” means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company’s ability to perform pursuant to the requirements of this agreement with the County. The Company may request specific modifications to the job creation schedule in writing within ten days of learning of the existence of the “Business Climate Change.” Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the County and EDD agree that Business Climate Changes have affected the Company’s ability to perform, the Performance Clawback may be modified.

- c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions’ (“DWS”) Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD. The State will provide copies of all such reports to the County. The County or the State may request a copy of the Company’s quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the County and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.
- d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

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

11. Annual Performance Review. To ensure the prudent use of the taxpayer’s funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by County or EDD staff beginning on June 30, 2022, and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The County or State may request the Company provide data and information to assess

the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the County may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the County may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the County terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the County will not have a right to clawback any of the payments already made to the Company.

- 12. Termination.** This Agreement shall terminate at the close of business on June 30, 2027 or when otherwise terminated by ordinance.
- 13. Request for early release of security.** If the Company achieves and then sustains the Minimum Job Number of 354 employees for six (6) consecutive months prior to December 31, 2026, the Company may request a full or partial release of Security. Said request shall be made to the County in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. A request for release of the Security may not be submitted prior to December 31, 2024. In the event that a request for early release of Security is granted, the job reporting and annual performance review requirements of this Agreement remain in full effect through the termination date stated above.
- 14. Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.
- 15. Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the governing body of the County of Chaves.
- 16. Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.
- 17. Miscellaneous.** This Agreement binds and inures to the benefit of the County and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the County and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

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

The initial notice addresses for the parties are as follows:

If to the County:
County of Chaves
Attention: Bill Williams, County Manager
#1 St. Mary's Place
Roswell, New Mexico 88203

If to the Company:
Ascent Aviation Services
Attention: David Querio
24641 Pinal Air Park Road
Marana, Arizona 85653

Effective Date: _____

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

County of Chaves

By _____

Name _____

Title _____

Ascent Aviation Services

By _____

Name: _____

Title: _____

DRAFT

ATTACHMENT A

Clawback Calculations

Examples

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed) * (% clawback)

Job Creation % Shortfall = [1 - (actual jobs / cumulative hiring target)]

Example - 1 100	End of 30 Mos, inclusive of cure period	
Actual Employees	(a)	24
Cumulative Hiring Target	(b)	25
Job Creation % Shortfall =	(c) = 1-(a/b)	4%
LEDA Dollars Distributed	(d)	180,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	7,200.00

Example - 2 75	End of 66 Mos, inclusive of cure period	
Actual Employees	(a)	76
Cum Hiring Target	(b)	77
Job Creation % Shortfall =	(c) = 1-(a/b)	1%
LEDA Dollars Distributed	(d)	480,000.00
Clawback %	(e)	75%
Penalty	(f) = c*d*e	4,675.32

Example - 3 50	End of 66 Mos, inclusive of cure period	
Actual Employees	(a)	79
Cum Hiring Target	(b)	80
Job Creation % Shortfall =	(c) = 1-(a/b)	1%
LEDA Dollars Distributed	(d)	620,000.00
Clawback %	(e)	50%
Penalty	(f) = c*d*e	3,875.00

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AND THE COUNTY OF CHAVES, NEW MEXICO**

This Intergovernmental Agreement (“Agreement”) is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department (“EDD”) and the County of Chaves, New Mexico (the “County”), and collectively referred to as “the Parties” with reference to the following facts.

RECITALS:

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

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-17 (2021) (“LEDA”), is to provide “public support of economic development to foster, promote and enhance local economic development efforts”; and

WHEREAS, the County has adopted LEDA by Ordinance No. O - 0 8 8 , which established the Economic Development Plan Ordinance (LEDA) that promotes economic development within the City; and

WHEREAS, Ascent Aviation Services (hereinafter “Qualifying Entity”) has entered into a Local Economic Development Project Participation Agreement (hereinafter “PPA”) with the County. A copy of the PPA is attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will establish a manufacturing facility located at the Roswell Air Center in the City of Roswell, New Mexico (the “Project”) and is expected to employ 354 full-time persons by December 31, 2026; and

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

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

SECTION 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the responsibilities of the County and EDD for the oversight and administration of up to \$4,000,000 of the Appropriation for the Project. It is the intent of the parties that the County will receive an amount up to four million dollars (\$4,000,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the County as the fiscal agent for EDD in accordance with the procedures the County will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the County as a result of implementation of the Project will be used by the County for economic development purposes only.

SECTION 2. SCOPE OF WORK

The County will act as fiscal agent for up to \$4,000,000 of the Appropriations for the Project. Pursuant to the LEDA statutes, EDD will transfer up to \$4,000,000 to the County for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it expects to employ 354 full-time employees at the facility by December 31, 2026.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the County agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA will result in a violation of the terms and conditions of these Agreements. Such violation, after any cure period granted to the Qualifying Entity, will require the qualifying entity to repay any committed funds as provided for by the PPA. Any monies recovered by the County as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the County contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. COUNTY RESPONSIBILITIES

The County shall:

- A. Pay the costs and expenses incurred for the Project from the Appropriation;
- B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the County as the result of enforcing the provisions of the PPA shall be returned to EDD;
- C. The County shall notify EDD in writing of any default by the Qualifying Entity within 15 business days of learning of the event of default;

- D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;
- E. Distribute the funds transferred to the County by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;
- F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the County Commission accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the County and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;
- G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and
- H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, at EDD's cost, if necessary.

SECTION 4. COUNTY CERTIFICATIONS

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

- A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;
- B. It has the legal authority to receive and expend the Appropriation;
- C. It will enforce the provisions of Ordinance No. O-088 and the County's Economic Development Plan;
- D. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;
- E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation County receives from the Qualifying Entity;
- F. It has entered into a PPA with the Qualifying Entity and has obtained all financial documentation necessary to protect the County's and State's investments in the Project;

- G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;
- H. It will notify EDD of any failure to meet requirements (default) of the PPA on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;
- I. No member, officer or employee of the County or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The County shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and
- J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the “anti-donation clause.”

SECTION 5. EDD RESPONSIBILITIES

EDD shall:

- A. Transfer to the County for costs and expenses incurred for the Project an amount not to exceed four million (\$4,000,000). The funds shall be used only for the purpose stated in this Agreement;
- B. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and
- C. Reimburse the County for any costs associated with litigation to enforce the terms of the Security.
- D. Monitor job creation by the Qualified Entity and report the number of jobs created quarterly to County throughout the term of the PPA. Job reports shall detail the number of employees reported by the Qualified Entity to EDD and on file with the New Mexico Department of Workforce Solutions.

SECTION 6. TERM OF AGREEMENT

This Agreement shall become effective on the date it is fully executed and shall terminate on December 31, 2026, or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY

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

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

- A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
- B. The County shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.
- C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by County, County shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY

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

SECTION 10. REPORTS

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

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES

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

To EDD:

Finance Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
PO Box 20003
Santa Fe, New Mexico 87504

To the County:

County Manager
County of Chaves
#1 St. Mary's Place
Roswell, New Mexico 88203

SECTION 12. AMENDMENTS

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

SECTION 13. GOVERNING LAW

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF CHAVES, NEW MEXICO

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J Keyes
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____

General Counsel

AGENDA ITEM: 3
MEETING DATE: November 18, 2021

Case SD 2021-2 Vacation of 20 foot wide alley in Camino Del Pinos Sub.

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To take action on a request to vacate a twenty (20') foot wide alley located in Camino Del Pinos Subdivision.

ITEM SUMMARY: Ms. McIntosh wished to vacate the twenty-foot (20') wide by six hundred and five foot (605') long alley located between Tract A and B of Block 4 of Camino Del Pinos Subdivision. She is the owner of both Tracts A and B and is the only contiguous property owner of the proposed alley to be vacated. The alley is undeveloped and was dedicated and accepted by the Board of Chaves County Commissioners in 1960 with the original filing of the subdivision plat.

A five-foot phone utility easement was also dedicated in this same subdivision plat. It is located west of the alley and within Tract A. The easement will remain available to the local phone company and should remain open and undeveloped for possible future service lines.

Xcel Energy, Berrendo Co-op, Gas Company of New Mexico and the Chaves County Road Department have agreed to the abandonment of the alley as required per Section 8.3 of the Chaves County Subdivision Ordinance No. 51

Staff has confirmed that Ms. McIntosh has complied with State Statute 47-6-7 and Section 8.3 of the Chaves County Subdivision Ordinance No.51 in meeting the criteria and applying for the vacation of said alley.

The Roswell-Chaves County Extraterritorial Planning and Zoning Commission recommended Approval of the Vacation request by a vote of 7-0 based on Findings of Fact 1-5 stated in Staff's Report.

Staff recommends approval.

SUPPORT DOCUMENTS: Staff's Report, ETZ Commission Minutes from October 19, 2021 Application, Subdivision Plat, Deed, Aerial Photo/Vicinity Map, Utility Approvals.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

STAFF'S REPORT

CASE # SD 2021-02

Ms. McIntosh is requesting the vacation of a 605.05-foot long by 20-foot wide alley that is currently vacant and managed by Chaves County. The alley is located in the Camino Del Pinos subdivision at approximately the 2400 block of Barberry Road between Tracts A and B of Block 4. Ms. McIntosh's residence is located on Tract B and has planted trees on Tract A. She has not stated what she would use the area for at this time.

The Camino Del Pinos subdivision was originally platted in November 1960. It created twelve Blocks with two Tracts in each Block. Each Tract is approximately 2.0 acres in size and abuts a dedicated public alley or road on each side. There are twelve 20-foot wide alleys, 8 dedicated road rights-of-way ranging in size from 25-feet to 50-feet. Camino Del Pinos was later amended in September 1996 as part of the Roswell Relief Route. The amendment clarified and adjusted the dimensions of all the Tracts and Blocks, noted Barberry Road, and adjusted the northwest tracts for the Roswell Relief Route right-of-way. Also, there is a 5-foot dedicated easement for Century Link phone service located along the eastern edge of Tracts A in all Blocks that was platted with the original subdivision in 1960. This easement shall remain available to Century Link and any future phone company as required by State Statute 47-6-7.D and Section 8.3.6 of the Chaves County Subdivision Ordinance #51.

Per section 47-6-7 NMSA and Section 8.3 of the Chaves County Subdivision Ordinance #51 states any final plat filed in the office of the county clerk may be vacated or a portion of the final plat may be vacated if:

1. the owners of the land proposed to be vacated (Chaves County) may sign an acknowledged statement, declaring the final plat or a portion of the final plat to be vacated; and
2. the statement is approved by the board of county commissioners of the county within whose platting authority the vacated portion of the subdivision is located.


If approved, the adjacent property owner (Ms. McIntosh) shall receive the adjoining alley that is authorized to be abandoned. Also, in approving the vacation the Board of Chaves County Commissioners shall determine whether or not the vacation will adversely affect the interests of persons on contiguous land or persons within the subdivision to be vacated. Staff has complied with Section 8.3.2 which states that the County Planning and Zoning Director shall notify by mail, 15 days prior to the meeting, all owners of record of property contiguous to the subdivided land to be vacated. The Director shall acquire approval of all the authorized representatives of all utility companies and other agencies that have easements within the area proposed for vacation. Section 8.3.3 states within 60 days the Board of Chaves County Commissioners shall approve or deny the vacation at a public hearing.

Staff recommends the approval of the 20-foot alley vacation with the understanding that the 5-foot easement along the eastern edge of Tracts A of Blocks 1 through 12 will remain for existing and future phone service companies.

Findings of Fact:

1. The proposed vacation of this 20-foot alley will not adversely affect the interests of persons on contiguous land or neighbors within the subdivision.

2. Per State Statute 47-6-7.C NMSA, Ms. McIntosh would be granted the entire alley in Block 4, being 605.05-foot long by 20-foot wide, as she is the contiguous property owner of the proposed vacated alley.
3. Staff has contacted and received approval from Xcel Energy, Berrendo Water Co-Op, Gas Company of NM and Chaves County Road Department to vacate the alley.
4. The existing 5-foot easement located along the eastern edge of Tract A and adjacent to the 20-foot alley, will remain available to Century Link and any future phone company.
5. County Planning and Zoning Staff have advertised this public hearing in the Roswell Daily Record 15 days prior to today's public hearings per the Chaves County Subdivision Ordinance No. 51.

Joe Skeen Building	Chaves County ETZ Commission	
Meeting Date: October 19, 2021	<i>Meeting Minutes</i>	Created By: Julia A. Torres

Members Present:

Neil Roe
 Matthew Bristol
 Mona Kirk
 Rita Kane-Doerhoefer
 Larry Connolly
 Michael Lackey
 Royce “Pancho” Maples

Staff Present:

Louis Jaramillo
 Julia A. Torres

Guests:

Jaime Ambs
 Marcia McIntosh Tidwell
 Jesse Trujillo
 Heath Lovell
 Eli Oppenheimer
 Jerrod and Melissa Higgins
 Gary Hartwick
 Francisco and Cinda Olvera
Judan Pritcher
 Stacy Askham
 Carl Day
 Marilyn Stovell and Carolyn Knoll

A regular meeting of the Roswell-Chaves County Extraterritorial Zoning Commission (ETZ Commission) was held at the Chaves County Administrative Center in the Commission Chambers on October 19, 2021, at 5:30PM.

Minutes

The minutes of the September 21, 2021 meeting were approved unanimously as submitted.

The Commissioners amended the agenda to hear New Business, Case 2, 3, & 4 before Old Business.

NEW BUSINESS

1. Case SD 2021-02:

Request to Vacated Alley; 2500 Block of Barberry Road; located between Tracts A & B of Block 4 of Camino Del Pinos Subdivision; applicant– Shirley McIntosh; owner- Chaves County

2. Case SD 2021-03:

Request to Vacated Alleys; 2400 Block of Barberry Road; located between Tracts A & B of Block 2 and Tracts A & B of Block 3 of Camino Del Pinos Subdivision; applicant– Peter Ambs and Allen Holloway; owner- Chaves County

Louis Jaramillo gave a brief description of these two cases. A 5-foot easement for the phone company will be maintained for both of these locations. There have been no protests received. Staff was in support of the Vacations as described in the Staff Reports.

Jaime Ambs at 511 Twin Diamond Rd stated she is the daughter of Ms. McIntosh.

Commissioner Doerhoefer asked Mrs. Ambs what they would do with the area.

Jaime Ambs stated that they would like to vacate the alleys to be able to build on it.

Marcia McIntosh Tidwell at 511 N. Washington Ave. spoke in favor of the applications. She stated she was speaking on behalf of her siblings Dave McIntosh, Cindy Polk, and Mary Ledbetter.

Nobody spoke against the applications.

Commissioner Bristol made a motion to recommend approval of Case SD 2021-02 and SD 2021-03 including the Findings of Fact. Motion carried unanimously. These cases will be scheduled to be heard by the Chaves County Board of Commissioners on November 18, 2021 @ 9AM.

3. Case SD 2021-04

Request to Vacated Alley; 4500 Block of W. Hendricks Street; located Lots 1- 20 of Block 22 of Los Lomas Subdivision; applicant– Jesse Trujillo; owner- Chaves County.

Mr. Jaramillo gave a brief description of this case. Staff was in support of the vacation.

Jesse Trujillo at 312 Avenue C stated that he owned the lots on either side of the alley he wished to vacate. **Mr. Trujillo** wishes to expand his business of raising Boar goats for show.

Commissioner Doerhoefer asked **Mr. Trujillo** about the weeds on the lots. **Mr. Trujillo** would like to utilize the goats for grazing but is not able to, at this time, because the area is not fenced in.

Nobody spoke in favor nor against the application.

Commissioner Kirk made a motion to recommend approval of Case SD 2021-04 as submitted including the Findings of Fact. Commissioner Bristol seconded the motion. Motion carried unanimously. This case will be scheduled to be heard by the Chaves County Board of Commissioners on November 18, 2021 @ 9AM. .

OLD BUSINESS

1. Case ETZ 2021-06:

Request for a Special Use Permit for a Community Solar Array Facility in the Rural Suburban District; being 25.58 acres located in the NE/4NW/4 Sec.18, T10S, R24E; agent - Chaves Solar 2 LLC; land owners - Jerrod and Melissa Higgins.

Mr. Jaramillo stated that this Case had been tabled twice. If approved, Staff recommend 8 Conditions of Approval.

Commissioner Connolly asked if the applicant was a different company than the ones who installed solar arrays NE of Roswell. **Mr. Jaramillo** responded that they were, in fact, two different companies and two different projects.

Commissioner Kirk wanted to know about the different types of solar arrays projects. **Mr. Jaramillo** explained that there was a commercial type, community, and personal use type.

Commissioner Doerhoefer wanted to make sure that the requirements in the ETZ Ordinance would be followed when granting a Special Use Permit. **Mr. Jaramillo** responded that they would hold to those regulations as stated in the Staff Report.

Heath Lovell, Director of Project Development for Pivot Energy introduced himself. He gave a presentation on their Solar Energy System application. **Mr. Lovell** also introduced **Eli Oppenheimer**, Project Development Manager for Pivot Energy. They made themselves available to answer any questions.

Commissioner Doerhoefer had some questions for the applicant including the prediction of the life span of the solar project, the disposal of the solar panels, and who would be responsible for the maintenance of the panels. There was also a question on why the applicant chose Chaves County for their project and why this particular property.

Mr. Oppenheimer explained the life span of a solar panel is approximately 30 years, the panels are then recycled, and a local company would be hired to maintain the panels. He continued with the benefit of subscribing to a community solar farm versus a private residential option. He also stated that as of today, they have no signed agreements with any agency in New Mexico. **Mr. Oppenheimer** addressed some questions regarding landscaping by indicating that there will be minimum landscaping and that a 7 foot chain link fence would be installed.

Mr. Oppenheimer submitted a copy of the NC State University study on the Health and Safety Impacts of Solar Photovoltaics for the record.

Commissioner Doerhoefer asked if they have traveled north along the Roswell Relief Route at six in the morning.

Mr. Oppenheimer stated not he had not, but the panels would not cause any glare on the road and have provide a study showing they would be safe.

Commissioner Kirk wanted to know if any resolution had been reached between the applicant and the protesters. **Mr. Lovell** did state that he had attempted to reach out to them but did not come to any resolution.

Mr. Oppenheimer explained in detail how the community solar program works for the utility companies and customers. He also responded to a question about the decommission plan by stating that a part of their lease agreement with the property owners, Pivot Energy would post a bond for cleanup effort.

Mr. Jaramillo asked that **Mr. Oppenheimer** address some concerns about the amount of heat that the solar panels give off. **Mr. Oppenheimer** explained that they generate very minimum radiating heat.

Jerrod and Melissa Higgins at 201 La Fonda Dr. introduced themselves as the property owners.

Commissioner Doerhoefer asked how long they have owned the property, why did they buy the property, and do they live on this property.

Jerrod and Melissa Higgins They explained that they bought the property in 2020 as an investment property and they do not live on this property.

Nobody spoke in favor of the application.

Gary Hartwick at 2710 Sydney Ave. spoke in opposition. He would like to protect the aesthetics of the environment.

Marcia Tidwell spoke in opposition and on behalf of her siblings, Dave McIntosh, Cindy Polk, and Mary Ledbetter. They own properties next to the proposed community solar farm and expressed that it would hurt their property values.

Francisco and Cinda Olvera at 3801 N. Cedar Ave spoke in opposition. Their property is directly south of the proposed community solar farm. **Mrs. Olvera** had concerns with the size of the solar panels, the impact on property values and the noise.

Judan Pritcher at 700 E. Country Club Rd., spoke in opposition on behalf of Yates Energy Corporation. Some of the concerns were that this project would degrade wildlife habitats in the area and the possibility of water and environment contamination due to the toxic materials from the solar panels.

Stacy Askham at 2002 W. Pine Lodge Rd. spoke in opposition. Some of her concerns were habitat degradation, dangerous electromagnetic radiations, impact of property values and glare from the solar panels. She stated that Mr. Lovell did provide her with answers to some questions she had but was still not in favor of the use.

Commissioner Doerhoefer reiterated that a super majority vote was necessary to approve the application. **Mr. Jaramillo** confirmed this.

Commissioner Bristol made a motion to approve Case ETZ 2021-06 including the Conditions of Approval and Findings of Fact, with an additional condition stating that an opaque fence be installed along the southern property line between the community solar farm and all private property residential area. His reasons for approval are the following; the land is unusable otherwise; there is no water available for irrigation; they cannot have a mobile home park because there's no access to the highway; the project would allow many citizens to participate in solar energy; 200-300 low income homes could potentially be served; sun glare would not be an issue because the panels would never be tilted downwards increasing the glare towards the road; and that a lot of NIMBY was going on but that wasn't a valid point. Commissioner Roe seconded the motion.

Commissioner Roe stated that he didn't see how properties to the south would really be affected by the location of the solar panels and that all his questions had been answered. It would take some time to know if the solar project was even approved.

Commissioner Lackey had some reservations about the impact on property values.

Commissioner Kirk commented that she had similar reservations about a solar array near her home but found that there were all unfounded. Her biggest concern was the amount of people against this project and wished there was more resolution and less opposition.

Commissioner Doerhoefer was not happy with a solar array next to her home. She would have preferred they chose a different location.

Commissioner Connolly stated that this was a very difficult decision.

Commissioner Maples commented that solar arrays do change the nature of neighborhoods.

After a roll call vote, the motion was denied by a 3-4 vote, with Commissioners Connolly, Lackey, Doerhoefer and Chair Maples voting against the approval.

Chair Maples called a 5-minute break, to reconvene at 7:25 p.m.

NEW BUSINESS

1. Case ETZ 2021-09:

Request for a Special Use Permit for Cannabis Producer in the Rural Suburban District; 5509 SE Main Street; being 5 acres located in the SE4SW4NW4 Sec.27 T11S R24E'; applicant – Cielo Vista Farms LLC

Louis Jaramillo gave a brief description of this case. Staff was in support of the application with four (4) Conditions of Approval as noted in the Staff Report.

Commissioner Doerhoefer asked staff why the permit would be given 10 years before renewal. **Mr. Jaramillo** responded that it was for no special reason and that the Commission could amend it.

Commissioner Roe stated that 10 years is normal so that Staff gives the use a chance to succeed.

Carl Day at 5 Desert Springs Circle introduced himself as the applicant and gave an overview of his application.

Commissioner Doerhoefer asked **Mr. Day** how long he's owned the property and who was building the greenhouse. **Mr. Day** responded that his family has owned the property since the 1950's and that he didn't know who was going to build the greenhouse yet. He also answered some more questions regarding security on the property.

Commissioner Lackey wanted to know who Cielo Vista Farms LLC was. **Mr. Day** responded that it was himself and his wife, Linda. In response to a question on water availability, **Mr. Day** indicated that the property owns 130 acres of water rights.

Commissioner Connolly asked **Mr. Day** if the greenhouse could be used for something else other than cannabis production if the project wasn't successful. **Mr. Day** responded that there were other options in case the project was not successful.

Commissioner Kirk wanted to know how many plants **Mr. Day** was planning on growing. He responded that between 1000-3000 mature plants above the ground in pots.

Nobody spoke in favor of the application.

Marilyn Stovell and **Carolyn Knoll** spoke in opposition of the application. They wanted to know if this was going to be for medical marijuana. **Mr. Day** responded that some of the production would be for this purpose. **Ms. Stovell** stated that this use will negatively impact their commercial property across Highway 285.

Commissioner Kirk asked Staff if there had been any letters of protest received for this case. **Mr. Jaramillo** responded that there had been none.

Commissioner Bristol made a motion to approve Case ETZ 2021-09 including the Conditions of Approval and Findings of Fact, with the amendment of Condition #2 to state: That the applicant receives an access permit from the NMDOT for its existing entrance off U.S. Hwy 285 or similar access on YO Rd.

Commissioner Roe seconded the motion.

*The motion carried by a 6-0 vote. For the record, **Commissioner Doerhoefer** left before the end of this case and was not present during the vote.*

OTHER BUSINESS

None

Since there was no other business to come before the Commission, the meeting was adjourned at 7:57PM.

Approved this 16th day of November, 2021.

Chairman

Attest

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

DRAFT



CHAVES COUNTY APPLICATION PLAT VACATION

Case Number: SD 2021-02 Date Received: 9-17-21 Fee: 100⁰⁰

Applicant:

Name: SHIRLEY McINTOSH Phone Number: 575-910-2315

Mailing Address: 3710 N ASPEN ROSWELL, NM 88201

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

Subdivision:

Name: CAMINO DEL PINOS

Location: SYCAMORE AND RELIEF BLOCK 4 TRACTS A & B

Area to be Vacated: No. of Blocks _____ No. of Lots _____ No. of Streets _____ No. of Alleys 1
Area _____ Area _____ Length _____ Length 650 ft

Present Land Use: Residential

Intended Use: Residential

Present Zoning: Residential

Utility information needed:

Current Gas Company: _____ Current Electric Company: _____

Current Water Company: N/A

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

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

Shirley McIntosh
Applicant's Signature

9-15-21
Date

County Manager's Signature (if applicable)

Date

Documents Included With Application:

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

Louis Jaramillo

From: Sanchez, Ralph <Ralph.Sanchez@xcelenergy.com>
Sent: Wednesday, September 29, 2021 2:28 PM
To: Louis Jaramillo
Subject: RE: Proposed alley vacations in the Chaves County

Louis,
I have no issue with vacating these alleys. Xcel power line is on Barberry Road just east of these alleys.

Thanks

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Wednesday, September 29, 2021 2:08 PM
To: Sanchez, Ralph <Ralph.Sanchez@xcelenergy.com>
Subject: Proposed alley vacations in the Chaves County

EXTERNAL - STOP & THINK before opening links and attachments.

Ralph,
Please look over the attached aerial photo of three proposed alley ways that are may be vacated in November's Board of Chaves County Commission meeting.
If you are good with them, please respond on your office letter head.

Thank you

Louis Jaramillo, CZO, CFM
Planning and Zoning Director
Chaves County, NM
#1 St. Mary's Place
575 624 -6562

Louis Jaramillo

From: Mendoza, Danny R. <DANNY.MENDOZA@nmgco.com>
Sent: Monday, September 27, 2021 12:54 PM
To: Louis Jaramillo
Subject: RE: Require for Vacation of Alleys

Louis,
You have New Mexico Gas Company approval.

Thanks,

Danny Mendoza
Designer
New Mexico Gas Company
Office 575-625-6380
Cell 575-910-0036

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Friday, September 24, 2021 1:40 PM
To: Mendoza, Danny R. <DANNY.MENDOZA@nmgco.com>
Subject: Require for Vacation of Alleys

CAUTION - External Email

***** **Don't be quick to click! We're counting on you!** This email is from an external sender! Don't click links or open attachments from unknown sources. To report a suspicious email, click the Forward to Phishing button within Outlook for analysis by our cyber security team. If the button is unavailable, forward the email as an attachment to phishing@tecoenergy.com *****

Danny,

The Chaves County P&Z Dept. has received 3 applications for vacation of alleys for the following areas. I am in need of your approval or denial for the following cases:

1. Case SD 2021-02: Request to Vacated Alley; 2500 Block of Barberry Road; located between Tracts A & B of Block 4 of Camino Del Pinos Subdivision; applicant– Shirley McIntosh; owner- Chaves County.
2. Case SD 2021-03: Request to Vacated Alleys; 2400 Block of Barberry Road; located between Tracts A & B of Block 2 and Tracts A & B of Block 3 of Camino Del Pinos Subdivision; applicant– Peter Ambs and Allen Holloway; owner- Chaves County.
3. Case SD 2021-04: Request to Vacated Alley; 4500 Block of W. Hendricks Street; located Lots 1- 20 of Block 22 of Los Lomas Subdivision; applicant– Jesse Trujillo; owner- Chaves County.

I have included an aerial photos of their location and the surrounding area. Please respond in an official letter.

Louis Jaramillo

From: berrendowua@gmail.com
Sent: Monday, October 4, 2021 1:47 PM
To: Louis Jaramillo
Subject: RE: Vacation of alleys

Louis,
Linda and I have looked at the vacation of alleys. We have no lines that will compromise the vacation.

Thank you,

Elizabeth Drabel

Office Manager/Operator
2004 East 19th Street
Roswell, NM 88201
T: (575)-623-7665
berrendowua@gmail.com / www.myruralwater.com



An equal opportunity provider

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Monday, October 4, 2021 1:32 PM
To: berrendowua@gmail.com
Subject: RE: Vacation of alleys

Email will work just fine.

Thank you,

Louis Jaramillo, CZO, CFM
Planning and Zoning Director
Chaves County, NM
#1 St. Mary's Place
575 624 -6562

From: berrendowua@gmail.com <berrendowua@gmail.com>
Sent: Monday, October 4, 2021 1:30 PM

SYCAMORE AVENUE

Tr 3B

W. P. McIntosh

SEQUOIA AVENUE

W. P. McIntosh

W. P. McIntosh

HENLOCK AVENUE

W. P. McIntosh

W. P. McIntosh

4134058016

B. McIntosh; C. Polk

M. Tidwell; D. McIntosh

W. P. & Shirley

4134058136

B. McIntosh; C. Polk

M. Tidwell; D. McIntosh

B. McIntosh; C. Polk

M. Tidwell; D. McIntosh

CEDAR AVENUE

3801

Francisco & C. French

413405819

Francisco & C. French

413405820

Allen & Rhiannon Holloway

4134058034242000000

BARBERRY ROAD 2301

Allen & Rhiannon Holloway

Jaime & Peter Amb

Jaime & Peter Amb

Jaime & Peter Amb

4134058064245000000

W. P. McIntosh

W. P. McIntosh

4134058120243000000

B. McIntosh; C. Polk; M. McIntosh;

M. Tidwell; D. McIntosh

Rand & Terri L. French

4134058171242000000

Rand & Terri L. French

4134058190241000000

Rand & Terri L. French

4134058206241000000

2001

BARBERRY ROAD

BF 32

41340581283200000000

Kenneth D. & Laura A.

BF 31

41340581643300000000

2108

BF 41

41340581993400000000

2002

BF 71

AGENDA ITEM: 4
MEETING DATE: November 18, 2021

Case SD 2021-3 Vacation of two 20 ft wide alley in Camino Del Pinos Sub.

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To take action on a request to vacate two, twenty (20') foot wide alley located in Camino Del Pinos subdivision.

ITEM SUMMARY: Allen & Rhiannon Holloway and Peter & Jaime Ambs wished to vacate the twenty-foot (20') wide by six hundred and five foot (605') long alley located between Tract A and B of Block 2. Also, Mr. and Mrs. Ambs would like to vacate the alley located between Tract A and B in Block 3 of Camino Del Pinos subdivision. The alleys are undeveloped and were dedicated and accept by the Board of Chaves County Commissioners in 1960 with the original filing of the subdivision plat.

Five-foot phone utility easements are dedicated along the west side of the alleys and within both Tract A's. The easements shall remain available to the local phone company and should remain open and undeveloped for possible future service lines.

Xcel Energy, Berrendo Co-op, Gas Company of New Mexico and the Chaves County Road Department have agreed to the abandonment of the alleys as required in Section 8.3 of the Chaves County Subdivision Ordinance No. 51

Staff has confirmed that the owners have complied with State Statute 47-6-7 and Section 8.3 of the Chaves County Subdivision Ordinance No.51 in meeting the criteria and applying for the vacation of said alleys.

The Roswell-Chaves County Extraterritorial Planning and Zoning Commission recommended Approval of the Vacation request by a vote of 7-0 based on Findings of Fact 1-6 stated in Staff's Report.

Staff recommends approval.

SUPPORT DOCUMENTS: Staff's Report, ETZ Commission Minutes from October 19, 2021 Application, Subdivision Plat, Aerial Photo/Vicinity Map, Utility Approval.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

STAFF'S REPORT

CASE # SD 2021-03

Mr. and Mrs. Holloway and Mr. and Mrs. Ambs are requesting the vacations of two alleys being approximately 606-foot long by 20-foot wide. They are currently vacant and managed by Chaves County. The alleys are located in the Camino Del Pinos subdivision at approximately the 2500 block of Barberry Road between Tract A's and B's of Block 2 and Block 3. The alley in Block 2 would be split equally between the Holloway family and the Ambs family. All of the alley in Block 3 would be permitted to the Ambs family.

The Camino Del Pinos subdivision was originally platted in November 1960. It created twelve Blocks with two Tracts in each Block. Each Tract is approximately 2.0 acres in size and abuts a dedicated public alley or road on each side. There are twelve 20-foot wide alleys, 8 dedicated road rights-of-way ranging in size from 25-feet to 50-feet. Camino Del Pinos was later amended in September 1996 as part of the Roswell Relief Route. The amendment clarified and adjusted the dimensions of all the Tracts and Blocks, noted Barberry Road, and adjusted the northwest tracts for the Roswell Relief Route right-of-way. Also, there is a 5-foot dedicated easement for Century Link phone service located along the eastern edge of Tracts A in all Blocks that was platted with the original subdivision in 1960. This easement shall remain available to Century Link and any future phone company as required by State Statute 47-6-7.D and Section 8.3.6 of the Chaves County Subdivision Ordinance #51.

Per section 47-6-7 NMSA and Section 8.3 of the Chaves County Subdivision Ordinance #51 states any final plat filed in the office of the county clerk may be vacated or a portion of the final plat may be vacated if:

1. the owners of the land proposed to be vacated (Chaves County) sign an acknowledged statement, declaring the final plat or a portion of the final plat to be vacated; and
2. the statement is approved by the board of county commissioners of the county within whose platting authority the vacated portion of the subdivision is located.


If approved, the adjacent property owners (Mr. and Mrs. Holloway and Mr. and Mrs. Ambs) shall receive an equal procession of the adjoining alley that is authorized to be abandoned per section 47-6-7.C NMSA:

Also, in approving the vacations the board of county commissioners shall determine whether or not the vacations will adversely affect the interests of persons on contiguous land or persons within the subdivision be vacated. Section 8.3.2 states that the County Zoning Director shall notify by mail, 15 days prior to the meeting, all owners of record of property contiguous to the subdivided land to be vacated. The notice shall include the date, time and place of the meeting. The Director shall acquire approval of all the authorized representatives of all utility companies and other agencies that have easements within the area proposed for vacation. Section 8.3.3 states within 60 days the Board of County Commissioners shall approve or deny the vacation at a public meeting.

Staff recommends approval of the vacations with the understanding that the 5-foot easements along the eastern edge of Tracts A of Blocks 1 through 12 shall remain open for existing and future phone service companies.

Findings of Fact:

1. The two proposed vacation requests will not adversely affect the interests of the neighbors within the subdivision.
2. Per State Statute 47-6-7.C NMSA, Mr. & Mrs. Holloway and Mr. & Mrs. Ambs would each be granted an equal portion, or 10-feet of the vacated alley in Block 2 as they are both contiguous property owners.
3. Per State Statute 47-6-7.C NMSA, Mr. and Mrs. Ambs would be granted the entire alley area in Block 3 as they are the sole contiguous property owner of the vacated alley.
4. Staff has contacted and received approval from Xcel Energy, Berrendo Water Co-Op, Gas Company of NM and Chaves County Road Department to vacate the alley.
5. The existing 5-foot easements located along the eastern edge of both Tract As and adjacent to the 20-foot alley, will remain available to Century Link and any future phone company.
6. County Planning and Zoning Staff have advertised this public hearing in the Roswell Daily Record 15 days prior to today's public hearings per the Chaves County Subdivision Ordinance No. 51.

Joe Skeen Building	Chaves County ETZ Commission	
Meeting Date: October 19, 2021	<i>Meeting Minutes</i>	Created By: Julia A. Torres

Members Present:

Neil Roe
 Matthew Bristol
 Mona Kirk
 Rita Kane-Doerhoefer
 Larry Connolly
 Michael Lackey
 Royce “Pancho” Maples

Staff Present:

Louis Jaramillo
 Julia A. Torres

Guests:

Jaime Ambs
 Marcia McIntosh Tidwell
 Jesse Trujillo
 Heath Lovell
 Eli Oppenheimer
 Jerrod and Melissa Higgins
 Gary Hartwick
 Francisco and Cinda Olvera
Judan Pritcher
 Stacy Askham
 Carl Day
 Marilyn Stovell and Carolyn Knoll

A regular meeting of the Roswell-Chaves County Extraterritorial Zoning Commission (ETZ Commission) was held at the Chaves County Administrative Center in the Commission Chambers on October 19, 2021, at 5:30PM.

Minutes

The minutes of the September 21, 2021 meeting were approved unanimously as submitted.

The Commissioners amended the agenda to hear New Business, Case 2, 3, & 4 before Old Business.

NEW BUSINESS

1. Case SD 2021-02:

Request to Vacated Alley; 2500 Block of Barberry Road; located between Tracts A & B of Block 4 of Camino Del Pinos Subdivision; applicant– Shirley McIntosh; owner- Chaves County

2. Case SD 2021-03:

Request to Vacated Alleys; 2400 Block of Barberry Road; located between Tracts A & B of Block 2 and Tracts A & B of Block 3 of Camino Del Pinos Subdivision; applicant– Peter Ambs and Allen Holloway; owner- Chaves County

Louis Jaramillo gave a brief description of these two cases. A 5-foot easement for the phone company will be maintained for both of these locations. There have been no protests received. Staff was in support of the Vacations as described in the Staff Reports.

Jaime Ambs at 511 Twin Diamond Rd stated she is the daughter of Ms. McIntosh.

Commissioner Doerhoefer asked Mrs. Ambs what they would do with the area.

Jaime Ambs stated that they would like to vacate the alleys to be able to build on it.

Marcia McIntosh Tidwell at 511 N. Washington Ave. spoke in favor of the applications. She stated she was speaking on behalf of her siblings Dave McIntosh, Cindy Polk, and Mary Ledbetter.

Nobody spoke against the applications.

Commissioner Bristol made a motion to recommend approval of Case SD 2021-02 and SD 2021-03 including the Findings of Fact. Motion carried unanimously. These cases will be scheduled to be heard by the Chaves County Board of Commissioners on November 18, 2021 @ 9AM.

3. Case SD 2021-04

Request to Vacated Alley; 4500 Block of W. Hendricks Street; located Lots 1- 20 of Block 22 of Los Lomas Subdivision; applicant– Jesse Trujillo; owner- Chaves County.

Mr. Jaramillo gave a brief description of this case. Staff was in support of the vacation.

Jesse Trujillo at 312 Avenue C stated that he owned the lots on either side of the alley he wished to vacate. **Mr. Trujillo** wishes to expand his business of raising Boar goats for show.

Commissioner Doerhoefer asked **Mr. Trujillo** about the weeds on the lots. **Mr. Trujillo** would like to utilize the goats for grazing but is not able to, at this time, because the area is not fenced in.

Nobody spoke in favor nor against the application.

Commissioner Kirk made a motion to recommend approval of Case SD 2021-04 as submitted including the Findings of Fact. Commissioner Bristol seconded the motion. Motion carried unanimously. This case will be scheduled to be heard by the Chaves County Board of Commissioners on November 18, 2021 @ 9AM. .

OLD BUSINESS

1. Case ETZ 2021-06:

Request for a Special Use Permit for a Community Solar Array Facility in the Rural Suburban District; being 25.58 acres located in the NE/4NW/4 Sec.18, T10S, R24E; agent - Chaves Solar 2 LLC; land owners - Jerrod and Melissa Higgins.

Mr. Jaramillo stated that this Case had been tabled twice. If approved, Staff recommend 8 Conditions of Approval.

Commissioner Connolly asked if the applicant was a different company than the ones who installed solar arrays NE of Roswell. **Mr. Jaramillo** responded that they were, in fact, two different companies and two different projects.

Commissioner Kirk wanted to know about the different types of solar arrays projects. **Mr. Jaramillo** explained that there was a commercial type, community, and personal use type.

Commissioner Doerhoefer wanted to make sure that the requirements in the ETZ Ordinance would be followed when granting a Special Use Permit. **Mr. Jaramillo** responded that they would hold to those regulations as stated in the Staff Report.

Heath Lovell, Director of Project Development for Pivot Energy introduced himself. He gave a presentation on their Solar Energy System application. **Mr. Lovell** also introduced **Eli Oppenheimer**, Project Development Manager for Pivot Energy. They made themselves available to answer any questions.

Commissioner Doerhoefer had some questions for the applicant including the prediction of the life span of the solar project, the disposal of the solar panels, and who would be responsible for the maintenance of the panels. There was also a question on why the applicant chose Chaves County for their project and why this particular property.

Mr. Oppenheimer explained the life span of a solar panel is approximately 30 years, the panels are then recycled, and a local company would be hired to maintain the panels. He continued with the benefit of subscribing to a community solar farm versus a private residential option. He also stated that as of today, they have no signed agreements with any agency in New Mexico. **Mr. Oppenheimer** addressed some questions regarding landscaping by indicating that there will be minimum landscaping and that a 7 foot chain link fence would be installed.

Mr. Oppenheimer submitted a copy of the NC State University study on the Health and Safety Impacts of Solar Photovoltaics for the record.

Commissioner Doerhoefer asked if they have traveled north along the Roswell Relief Route at six in the morning.

Mr. Oppenheimer stated not he had not, but the panels would not cause any glare on the road and have provide a study showing they would be safe.

Commissioner Kirk wanted to know if any resolution had been reached between the applicant and the protesters. **Mr. Lovell** did state that he had attempted to reach out to them but did not come to any resolution.

Mr. Oppenheimer explained in detail how the community solar program works for the utility companies and customers. He also responded to a question about the decommission plan by stating that a part of their lease agreement with the property owners, Pivot Energy would post a bond for cleanup effort.

Mr. Jaramillo asked that **Mr. Oppenheimer** address some concerns about the amount of heat that the solar panels give off. **Mr. Oppenheimer** explained that they generate very minimum radiating heat.

Jerrod and Melissa Higgins at 201 La Fonda Dr. introduced themselves as the property owners.

Commissioner Doerhoefer asked how long they have owned the property, why did they buy the property, and do they live on this property.

Jerrod and Melissa Higgins They explained that they bought the property in 2020 as an investment property and they do not live on this property.

Nobody spoke in favor of the application.

Gary Hartwick at 2710 Sydney Ave. spoke in opposition. He would like to protect the aesthetics of the environment.

Marcia Tidwell spoke in opposition and on behalf of her siblings, Dave McIntosh, Cindy Polk, and Mary Ledbetter. They own properties next to the proposed community solar farm and expressed that it would hurt their property values.

Francisco and Cinda Olvera at 3801 N. Cedar Ave spoke in opposition. Their property is directly south of the proposed community solar farm. **Mrs. Olvera** had concerns with the size of the solar panels, the impact on property values and the noise.

Judan Pritcher at 700 E. Country Club Rd., spoke in opposition on behalf of Yates Energy Corporation. Some of the concerns were that this project would degrade wildlife habitats in the area and the possibility of water and environment contamination due to the toxic materials from the solar panels.

Stacy Askham at 2002 W. Pine Lodge Rd. spoke in opposition. Some of her concerns were habitat degradation, dangerous electromagnetic radiations, impact of property values and glare from the solar panels. She stated that Mr. Lovell did provide her with answers to some questions she had but was still not in favor of the use.

Commissioner Doerhoefer reiterated that a super majority vote was necessary to approve the application. **Mr. Jaramillo** confirmed this.

Commissioner Bristol made a motion to approve Case ETZ 2021-06 including the Conditions of Approval and Findings of Fact, with an additional condition stating that an opaque fence be installed along the southern property line between the community solar farm and all private property residential area. His reasons for approval are the following; the land is unusable otherwise; there is no water available for irrigation; they cannot have a mobile home park because there's no access to the highway; the project would allow many citizens to participate in solar energy; 200-300 low income homes could potentially be served; sun glare would not be an issue because the panels would never be tilted downwards increasing the glare towards the road; and that a lot of NIMBY was going on but that wasn't a valid point. Commissioner Roe seconded the motion.

Commissioner Roe stated that he didn't see how properties to the south would really be affected by the location of the solar panels and that all his questions had been answered. It would take some time to know if the solar project was even approved.

Commissioner Lackey had some reservations about the impact on property values.

Commissioner Kirk commented that she had similar reservations about a solar array near her home but found that there were all unfounded. Her biggest concern was the amount of people against this project and wished there was more resolution and less opposition.

Commissioner Doerhoefer was not happy with a solar array next to her home. She would have preferred they chose a different location.

Commissioner Connolly stated that this was a very difficult decision.

Commissioner Maples commented that solar arrays do change the nature of neighborhoods.

After a roll call vote, the motion was denied by a 3-4 vote, with Commissioners Connolly, Lackey, Doerhoefer and Chair Maples voting against the approval.

Chair Maples called a 5-minute break, to reconvene at 7:25 p.m.

NEW BUSINESS

1. Case ETZ 2021-09:

Request for a Special Use Permit for Cannabis Producer in the Rural Suburban District; 5509 SE Main Street; being 5 acres located in the SE4SW4NW4 Sec.27 T11S R24E'; applicant – Cielo Vista Farms LLC

Louis Jaramillo gave a brief description of this case. Staff was in support of the application with four (4) Conditions of Approval as noted in the Staff Report.

Commissioner Doerhoefer asked staff why the permit would be given 10 years before renewal. **Mr. Jaramillo** responded that it was for no special reason and that the Commission could amend it.

Commissioner Roe stated that 10 years is normal so that Staff gives the use a chance to succeed.

Carl Day at 5 Desert Springs Circle introduced himself as the applicant and gave an overview of his application.

Commissioner Doerhoefer asked **Mr. Day** how long he's owned the property and who was building the greenhouse. **Mr. Day** responded that his family has owned the property since the 1950's and that he didn't know who was going to build the greenhouse yet. He also answered some more questions regarding security on the property.

Commissioner Lackey wanted to know who Cielo Vista Farms LLC was. **Mr. Day** responded that it was himself and his wife, Linda. In response to a question on water availability, **Mr. Day** indicated that the property owns 130 acres of water rights.

Commissioner Connolly asked **Mr. Day** if the greenhouse could be used for something else other than cannabis production if the project wasn't successful. **Mr. Day** responded that there were other options in case the project was not successful.

Commissioner Kirk wanted to know how many plants **Mr. Day** was planning on growing. He responded that between 1000-3000 mature plants above the ground in pots.

Nobody spoke in favor of the application.

Marilyn Stovell and **Carolyn Knoll** spoke in opposition of the application. They wanted to know if this was going to be for medical marijuana. **Mr. Day** responded that some of the production would be for this purpose. **Ms. Stovell** stated that this use will negatively impact their commercial property across Highway 285.

Commissioner Kirk asked Staff if there had been any letters of protest received for this case. **Mr. Jaramillo** responded that there had been none.

Commissioner Bristol made a motion to approve Case ETZ 2021-09 including the Conditions of Approval and Findings of Fact, with the amendment of Condition #2 to state: That the applicant receives an access permit from the NMDOT for its existing entrance off U.S. Hwy 285 or similar access on YO Rd.

Commissioner Roe seconded the motion.

*The motion carried by a 6-0 vote. For the record, **Commissioner Doerhoefer** left before the end of this case and was not present during the vote.*

OTHER BUSINESS

None

Since there was no other business to come before the Commission, the meeting was adjourned at 7:57PM.

Approved this 16th day of November, 2021.

Chairman

Attest

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

DRAFT



CHAVES COUNTY APPLICATION PLAT VACATION

Case Number: SD 2021-03 Date Received: 9-17-21 Fee: 100⁰⁰

Applicant:

Name: Peter Ambos Phone Number: 575-626-8401

Mailing Address: 511 Twin Diamond Rd Roswell, NM 88201

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

Subdivision:

Name: Cameros Del Pinos

Location: Sycamore Ave and Relief Block 3 Tract A3B and Block 2 A3B

Area to be Vacated: No. of Blocks _____ No. of Lots _____ No. of Streets _____ No. of Alleys ^{PA} 2
Area _____ Area _____ Length _____ Length 650 ft

Present Land Use: Vacant

Intended Use: Residential

Present Zoning: Residential

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

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


[Signature] 9-15-21
Applicant's Signature Date


County Manager's Signature (if applicable) Date

Documents Included With Application:

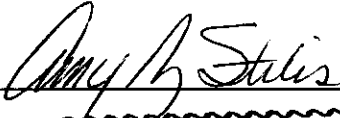
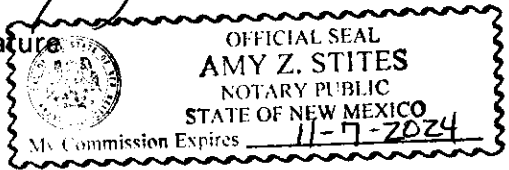
- Acknowledged Statement
- Vicinity or Location Map
- Plat or Survey Drawing
- Notarized Signatures of Owners of Property Within the Area to be Vacated
- Names and Addresses of Contiguous Property Owners
- Utility Company Signatures
- Drainage Report (if applicable) N/A

I acknowledge and agree with the vacation of the alley that runs between Tract A of Block 2 and Tract B of Block 2 as well as the alley that runs between Tract A of Block 3 and Track B of Block 3 from 37th street to 38th street on the Camino Del Pinos Amended Summary Plot.

 9-17-2021
Signature Peter Ambbs Date

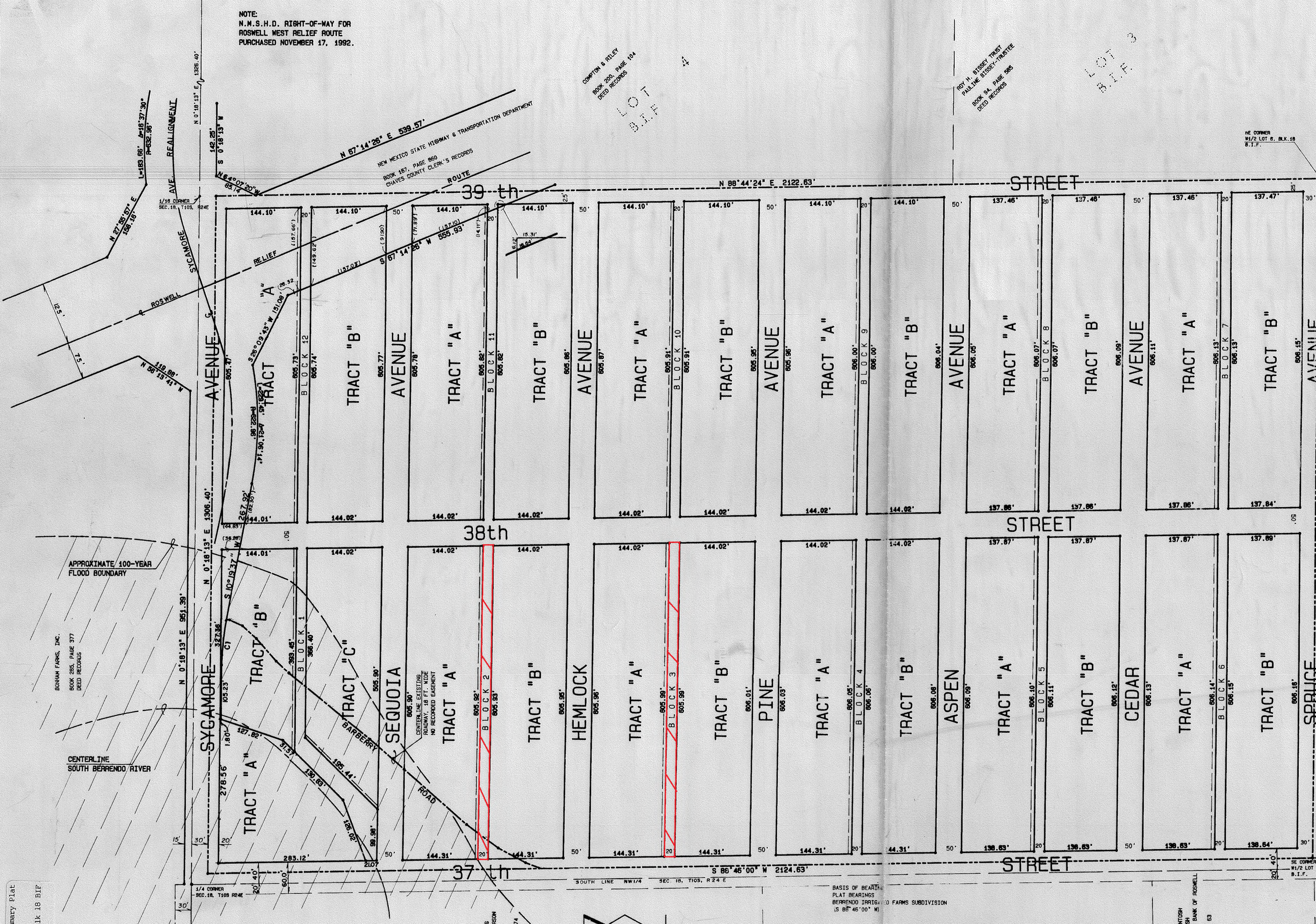
 9-17-2021
Signature Allen Holloway Date

State of New Mexico
County of Chaves. This instrument was acknowledged before me on 9-17-21
by Peter Ambbs & Allen Holloway.

 11-7-24 9-17-21
Notary Signature Expires, Commission Date


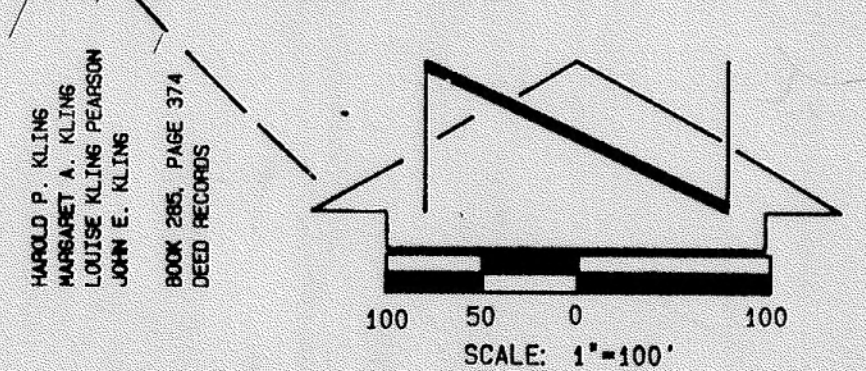
CAMINO DEL PINOS AMENDED SUMMARY PLAT

OF LOTS 5, 13 AND WEST HALF OF LOT 6, BLOCK 18, BERRENDO IRRIGATED FARMS SUBDIVISION
CHAVES COUNTY, STATE OF NEW MEXICO
(AMENDING ERRORS IN BOUNDARY DESCRIPTION OF ORIGINAL SUBDIVISION)



Camino Del Pinos Amended Summary Plat
Filed: 9/9/1996
Drawer: 04430 Book S Page 17
Legal: Lot 5, 13 & PT Lot 6 Blk 18 BIF

NOTE:
Dashed lines 5 feet off rear property lines and 5 feet off interior property lines indicate easements granted to Mountain States Telephone & Telegraph Company for installation and maintenance of buried telephone lines and cable terminals, the right to place and maintain buried telephone service wires from rear property line to each residence is granted.



CURVE	ARC	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING
C1	86.84	9°30'52"	522.98	86.74	S 5°34'12" W

BASIS OF BEARINGS
PLAT BEARINGS
BERRENDO IRRIGATED FARMS SUBDIVISION
(S 88°45'00" W)

HAROLD P. KILNE
MARGARET A. KILNE
LOUISE KILNE PEARSON
JOHN E. KILNE
BOOK 285, PAGE 374
DEED RECORDS

WILLIAM P. MCINTOSH
AMOLENE MCINTOSH
FINEST NATIONAL BANK OF ROSWELL
BOOK 302, PAGE 63
DEED RECORDS

FILING AND RECORDING
STATE OF NEW MEXICO
COUNTY OF CHAVES

Filed for record on this 17th day of Sept 1996 at 4:45 o'clock P.M. and recorded in Plat Book 5 at page 17

Fee: \$7.00 Receipt No: 146701

County Clerk Rhoda Goodale Deputy Clerk [Signature]

DECLARATION OF OWNERSHIP
Be it known that Camino Del Pinos Subdivision is owned by William P. McIntosh and Amolene McIntosh, wife, William P. and Amolene McIntosh Trust, Georgia Anderson Duncan, Estell Lee Duncan, JoAnn Missey a.k.a. Jo Ann Duncan, Kenneth W. Clayton, and Lisa D. Clayton, his wife,

William P. McIntosh
William P. McIntosh
Amolene McIntosh
Amolene McIntosh
William P. & Amolene McIntosh Trust
William P. & Amolene McIntosh Trust

Estell Lee Duncan P.O.A.
Georgia Anderson Duncan
Estell Lee Duncan
Estell Lee Duncan
JoAnn Missey a.k.a. Jo Ann Duncan
JoAnn Missey a.k.a. Jo Ann Duncan
Kenneth W. Clayton
Kenneth W. Clayton
Lisa D. Clayton
Lisa D. Clayton

DEDICATION
BE IT KNOWN that the undersigned owners and proprietors of Camino Del Pinos Subdivision, being more particularly described as follows:
Redivision of Lot 13, Lot 5 and the West Half (W1/2) of Lot 6, Block 18 of the Berrendo Irrigated Farms Subdivision lying in the SW1/4 NW1/4 of Section 18, and the W1/2 SE1/4 NW1/4 of Section 18, Township 10 South, Range 24 East, New Mexico Principal Meridian, containing 69.690 acres, more or less.

Have caused the same to be subdivided and platted with their free will and consent and desires into CAMINO DEL PINOS AMENDED SUMMARY PLAT of Lots 5, 13, and West Half of Lot 6, Berrendo Irrigated Farms Subdivision, City of Roswell, Chaves County, State of New Mexico, and all streets and alleys throughout said property as shown on the foregoing plat are, by this instrument and by filing of this plat, dedicated to the use and benefit of the public.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and seal on this 17th day of Sept 1996
William P. McIntosh
William P. McIntosh
Amolene McIntosh
Amolene McIntosh
William P. and Amolene McIntosh Trust
William P. and Amolene McIntosh Trust

Estell Lee Duncan P.O.A.
Georgia Anderson Duncan
Estell Lee Duncan
Estell Lee Duncan
JoAnn Missey
JoAnn Missey
Kenneth W. Clayton
Kenneth W. Clayton
Lisa D. Clayton
Lisa D. Clayton

STATE OF NEW MEXICO
COUNTY OF CHAVES)
The foregoing instrument was acknowledged before me this 17th day of Sept 1996 by William P. McIntosh, and Amolene McIntosh, his wife, Georgia Anderson Duncan, Estell Lee Duncan, JoAnn Missey (a.k.a. Jo Ann Duncan), and Kenneth W. Clayton, and Lisa D. Clayton, his wife.
My commission expires: 8-31-99
Sandra Atkins
Sandra Atkins
Notary Public

SURVEYOR'S CERTIFICATE AND AFFIDAVIT
STATE OF NEW MEXICO)
COUNTY OF CHAVES)
I, Jackie D. Atkins, Licensed under the laws of the State of New Mexico, hereby certify that I am the Registered Land Surveyor who prepared the above map from field notes of actual surveys conducted by me or under my direction, and that the same is true and correct to the best of my knowledge and belief. I also certify that the above plat meets the minimum requirements of the Standards for Land Surveys in New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Land Surveyors.
AFFIDAVIT: I also state that the proposed subdivision does lie within the planning or platting jurisdiction of Chaves County.
Jackie D. Atkins
Jackie D. Atkins
Registered Land Surveyor
M.M. License No. 8504
Date: 27, 1996



APPROVAL OF CHAVES COUNTY FLOOD COMMISSIONER
STATE OF NEW MEXICO)
COUNTY OF CHAVES)
This is to certify that the foregoing plat of CAMINO DEL PINOS AMENDED SUMMARY PLAT, of Lots 5, 13 and the west half of Lot 6, Berrendo Irrigated Farms Subdivision, has been examined and approved by the Flood Commissioner of Chaves County, New Mexico on this 16th day of May 1996
ATTEST: *Jackie D. Atkins*
Jackie D. Atkins
Chaves County Flood Commissioner

APPROVAL OF COUNTY MANAGER
STATE OF NEW MEXICO)
COUNTY OF CHAVES)
This is to certify that the foregoing plat of CAMINO DEL PINOS AMENDED SUMMARY PLAT, of Lots 5, 13, and west half of Lot 6, Block 18 of Berrendo Irrigated Farms Subdivision, has been examined and approved by Chaves County, State New Mexico, on this 27th day of September 1996
ATTEST: *Jackie D. Atkins*
Jackie D. Atkins
County Manager

APPROVAL OF CITY OF ROSWELL
STATE OF NEW MEXICO)
COUNTY OF CHAVES)
This is to certify that the foregoing plat of CAMINO DEL PINOS AMENDED SUMMARY PLAT, of Lots 5, 13, and the west half of Lot 6, Block 18 of Berrendo Irrigated Farms Subdivision, has been examined and approved by the City of Roswell, Chaves County, New Mexico, on this 17th day of September 1996
ATTEST: *Julia Franton*
Julia Franton
City Manager



CONCURRENCE
We Concur as to the size and location of easements:
Post Newswalk Cable
Post Newswalk Cable
Date: 5-1-96
Robert Wilson
Robert Wilson
Southwestern Public Service Co. Date: 5/2/96

County Clerk Rhoda Goodale Deputy Clerk [Signature]

SYCAMORE AVENUE

Tr 3B

W. P. McIntosh

SEQUOIA AVENUE

W. P. McIntosh

W. P. McIntosh

HENLOCK AVENUE

W. P. McIntosh

W. P. McIntosh
4134058016

B. McIntosh; C. Polk
M. Tidwell; D. McIntosh

W. P. & Shirley
4134058136

B. McIntosh; C. Polk
M. Tidwell; D. McIntosh

B. McIntosh; C. Polk
M. Tidwell; D. McIntosh

CEDAR AVENUE

3801

Francisco & C
413405819

Francisco & C
413405820

Allen & Rhiannon Holloway

4134058034242000000

2301

Allen & Rhiannon Holloway

Jaime & Peter Amb

Jaime & Peter Amb

Jaime & Peter Amb
413405806424500000

PINE AVENUE

38TH STREET

W. P. McIntosh

W. P. McIntosh
413405812024300000

ASPEN AVENUE

B. McIntosh; C. Polk; M. McIntosh;
M. Tidwell; D. McIntosh

Rand & Terri L. French
4134058171242000000

CEDAR AVENUE

Rand & Terri L. French
4134058190241000000

Rand & Terri L. French
4134058206241000000

2001

SPRUCE AVENUE

BF-13

BF-12

BF-11

BF-10

2108

BF-9

2002

BF-7

41340581283200000000

Kenneth D. & Laura A.

41340581643300000000

340581993400000000

Louis Jaramillo

From: Sanchez, Ralph <Ralph.Sanchez@xcelenergy.com>
Sent: Wednesday, September 29, 2021 2:28 PM
To: Louis Jaramillo
Subject: RE: Proposed alley vacations in the Chaves County

Louis,
I have no issue with vacating these alleys. Xcel power line is on Barberry Road just east of these alleys.

Thanks

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Wednesday, September 29, 2021 2:08 PM
To: Sanchez, Ralph <Ralph.Sanchez@xcelenergy.com>
Subject: Proposed alley vacations in the Chaves County

EXTERNAL - STOP & THINK before opening links and attachments.

Ralph,
Please look over the attached aerial photo of three proposed alley ways that are may be vacated in November's Board of Chaves County Commission meeting.
If you are good with them, please respond on your office letter head.

Thank you

Louis Jaramillo, CZO, CFM
Planning and Zoning Director
Chaves County, NM
#1 St. Mary's Place
575 624 -6562

Louis Jaramillo

From: Mendoza, Danny R. <DANNY.MENDOZA@nmgco.com>
Sent: Monday, September 27, 2021 12:54 PM
To: Louis Jaramillo
Subject: RE: Require for Vacation of Alleys

Louis,
You have New Mexico Gas Company approval.

Thanks,

Danny Mendoza
Designer
New Mexico Gas Company
Office 575-625-6380
Cell 575-910-0036

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Friday, September 24, 2021 1:40 PM
To: Mendoza, Danny R. <DANNY.MENDOZA@nmgco.com>
Subject: Require for Vacation of Alleys

CAUTION - External Email

***** **Don't be quick to click! We're counting on you!** This email is from an external sender! Don't click links or open attachments from unknown sources. To report a suspicious email, click the Forward to Phishing button within Outlook for analysis by our cyber security team. If the button is unavailable, forward the email as an attachment to phishing@tecoenergy.com *****

Danny,

The Chaves County P&Z Dept. has received 3 applications for vacation of alleys for the following areas. I am in need of your approval or denial for the following cases:

1. Case SD 2021-02: Request to Vacated Alley; 2500 Block of Barberry Road; located between Tracts A & B of Block 4 of Camino Del Pinos Subdivision; applicant– Shirley McIntosh; owner- Chaves County.
2. Case SD 2021-03: Request to Vacated Alleys; 2400 Block of Barberry Road; located between Tracts A & B of Block 2 and Tracts A & B of Block 3 of Camino Del Pinos Subdivision; applicant– Peter Ambs and Allen Holloway; owner- Chaves County.
3. Case SD 2021-04: Request to Vacated Alley; 4500 Block of W. Hendricks Street; located Lots 1- 20 of Block 22 of *Los Lomas Subdivision*; applicant– Jesse Trujillo; owner- Chaves County.

I have included an aerial photos of their location and the surrounding area. Please respond in an official letter.

Louis Jaramillo

From: berrendowua@gmail.com
Sent: Monday, October 4, 2021 1:47 PM
To: Louis Jaramillo
Subject: RE: Vacation of alleys

Louis,
Linda and I have looked at the vacation of alleys. We have no lines that will compromise the vacation.

Thank you,

Elizabeth Drabek

Office Manager/Operator
2004 East 19th Street
Roswell, NM 88201
T: (575)-623-7665
berrendowua@gmail.com / www.myruralwater.com



An equal opportunity provider

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Monday, October 4, 2021 1:32 PM
To: berrendowua@gmail.com
Subject: RE: Vacation of alleys

Email will work just fine.

Thank you,

Louis Jaramillo, CZO, CFM
Planning and Zoning Director
Chaves County, NM
#1 St. Mary's Place
575 624 -6562

From: berrendowua@gmail.com <berrendowua@gmail.com>
Sent: Monday, October 4, 2021 1:30 PM

AGENDA ITEM: 5
MEETING DATE: November 18, 2021

Case SD 2021-4 Vacation of 20 foot wide alley in Blk 22 Los Lomas Sub.

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To take action on a request to vacate a twenty (20') foot wide alley located in Block 22 of Los Lomas Subdivision.

ITEM SUMMARY: Jesse Trujillo wished to vacate the twenty-foot (20') wide by six hundred foot (600') long alley located in Block 22 being located between Ave. "C" and "B" and Alameda Street and Hendrick Avenue. Mr. Trujillo in the property owner of Lots 1 through 20 in Block 22 making him the only property owner contiguous to the alley. Mr. Trujillo has stated he would like to fence the entire block area and continue raising goats in this area.

Los Lomas Subdivision was platted and filed in August 1949. The Board of Chaves County Commissioners did not approve the subdivision nor accept the dedicated right-of-way stated in the plat, therefore the County is not the Managing Agent of the alley or roads. However, State Statute 47-6-7 requires the Board of Chaves County Commissioners to approve any vacation of a final plat, whether partially or in whole, that is filed within the Chaves County Clerk's office. Therefore, the Board is the Platting Authority for the proposed vacation of the alley.

Xcel Energy, Berrendo Co-op, Gas Company of New Mexico and the Chaves County Road Department have agreed to the abandonment of the alley as required in Section 8.3 of the Chaves County Subdivision Ordinance No. 51

Staff has confirmed that Mr. Trujillo has complied with State Statute 47-6-7 and Section 8.3 of the Chaves County Subdivision Ordinance No. 51 in meeting the criteria and applying for the vacation of said alley.

The Roswell-Chaves County Extraterritorial Planning and Zoning Commission recommended Approval of the Vacation request by a vote of 7-0 based on Findings of Fact 1-4 stated in Staff's Report.

Staff recommends approval

SUPPORT DOCUMENTS: Staff's Report, ETZ Commission Minutes from October 19, 2021 Application, Subdivision Plat, Deeds, Aerial Photo/Vicinity Map, Utility Approval.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

STAFF'S REPORT

CASE # SD 2021-04

Mr. Trujillo is requesting the vacation of a vacant alley being approximately 600-foot long by 20-foot wide located between Alameda Street and Hendrick Avenue and east of Avenue "C" Road. Mr. Trujillo wishes to use this area for his sheep and goats. Block 22 is approximately 260-feet wide by 600-feet long with a 20-foot alley running between Lots 1-10 and 11-20. Staff is unsure who is responsible for managing the platted alleys and roads in Los Lomas subdivision as only the City of Roswell's Planning Commission approved the subdivision in July 1949. Staff believe the best way to address the vacation of the alley is to conduct two public hearings, inform contiguous land owners of both hearings so that they be able to comment on the proposed vacation, and allow the Board of Chaves County Commissioners to act on the request.

Per section 47-6-7 NMSA and Section 8.3 of the Chaves County Subdivision Ordinance #51 states any final plat filed in the office of the county clerk may be vacated or a portion of the final plat may be vacated if:


1. the owners of the land proposed to be vacated (Chaves County) sign an acknowledged statement, declaring the final plat or a portion of the final plat to be vacated; and
2. the statement is approved by the board of county commissioners of the county within whose platting authority the vacated portion of the subdivision is located.

If approved, the adjacent property owner (Mr. Trujillo) shall receive all of the platted alley that is authorized to be abandoned per section 47-6-7.C NMSA:

Also, in approving the vacation the board of county commissioners shall determine whether or not the vacation will adversely affect the interests of persons on contiguous land or persons within the subdivision be vacated. Section 8.3.2 states that the County Zoning Director shall notify by mail, 15 days prior to the meeting, all owners of record of property contiguous to the subdivided land to be vacated. The notice shall include the date, time and place of the meeting. The Director shall acquire approval of all the authorized representatives of all utility companies and other agencies that have easements within the area proposed for vacation. Section 8.3.3 states within 60 days the Board of County Commissioners shall approve or deny the vacation at a public meeting.

Findings of Fact:

1. The proposed vacation request will not adversely affect the interests of persons on contiguous land or neighbors within the subdivision.
2. Per State Statute 47-6-7.C NMSA Mr. Trujillo would be granted the entire alley area in Block 22 of Los Lomas subdivision as he is the contiguous property owner of the platted alley.
3. Staff has contacted and received approval from Xcel Energy, Berrendo, Water Co-Op, Gas Company of NM and Chaves County Road Department.
4. Planning and Zoning Staff have advertised this meeting in the local newspaper 15 days prior to today's public hearings per the Chaves County Subdivision Ordinance No. 51.

Joe Skeen Building	Chaves County ETZ Commission	
Meeting Date: October 19, 2021	<i>Meeting Minutes</i>	Created By: Julia A. Torres

Members Present:

Neil Roe
 Matthew Bristol
 Mona Kirk
 Rita Kane-Doerhoefer
 Larry Connolly
 Michael Lackey
 Royce “Pancho” Maples

Staff Present:

Louis Jaramillo
 Julia A. Torres

Guests:

Jaime Ambs
 Marcia McIntosh Tidwell
 Jesse Trujillo
 Heath Lovell
 Eli Oppenheimer
 Jerrod and Melissa Higgins
 Gary Hartwick
 Francisco and Cinda Olvera
Judan Pritcher
 Stacy Askham
 Carl Day
 Marilyn Stovell and Carolyn Knoll

A regular meeting of the Roswell-Chaves County Extraterritorial Zoning Commission (ETZ Commission) was held at the Chaves County Administrative Center in the Commission Chambers on October 19, 2021, at 5:30PM.

Minutes

The minutes of the September 21, 2021 meeting were approved unanimously as submitted.

The Commissioners amended the agenda to hear New Business, Case 2, 3, & 4 before Old Business.

NEW BUSINESS

1. Case SD 2021-02:

Request to Vacated Alley; 2500 Block of Barberry Road; located between Tracts A & B of Block 4 of Camino Del Pinos Subdivision; applicant– Shirley McIntosh; owner- Chaves County

2. Case SD 2021-03:

Request to Vacated Alleys; 2400 Block of Barberry Road; located between Tracts A & B of Block 2 and Tracts A & B of Block 3 of Camino Del Pinos Subdivision; applicant– Peter Ambs and Allen Holloway; owner- Chaves County

Louis Jaramillo gave a brief description of these two cases. A 5-foot easement for the phone company will be maintained for both of these locations. There have been no protests received. Staff was in support of the Vacations as described in the Staff Reports.

Jaime Ambs at 511 Twin Diamond Rd stated she is the daughter of Ms. McIntosh.

Commissioner Doerhoefer asked Mrs. Ambs what they would do with the area.

Jaime Ambs stated that they would like to vacate the alleys to be able to build on it.

Marcia McIntosh Tidwell at 511 N. Washington Ave. spoke in favor of the applications. She stated she was speaking on behalf of her siblings Dave McIntosh, Cindy Polk, and Mary Ledbetter.

Nobody spoke against the applications.

Commissioner Bristol made a motion to recommend approval of Case SD 2021-02 and SD 2021-03 including the Findings of Fact. Motion carried unanimously. These cases will be scheduled to be heard by the Chaves County Board of Commissioners on November 18, 2021 @ 9AM.

3. Case SD 2021-04

Request to Vacated Alley; 4500 Block of W. Hendricks Street; located Lots 1- 20 of Block 22 of Los Lomas Subdivision; applicant– Jesse Trujillo; owner- Chaves County.

Mr. Jaramillo gave a brief description of this case. Staff was in support of the vacation.

Jesse Trujillo at 312 Avenue C stated that he owned the lots on either side of the alley he wished to vacate. **Mr. Trujillo** wishes to expand his business of raising Boar goats for show.

Commissioner Doerhoefer asked **Mr. Trujillo** about the weeds on the lots. **Mr. Trujillo** would like to utilize the goats for grazing but is not able to, at this time, because the area is not fenced in.

Nobody spoke in favor nor against the application.

Commissioner Kirk made a motion to recommend approval of Case SD 2021-04 as submitted including the Findings of Fact. Commissioner Bristol seconded the motion. Motion carried unanimously. This case will be scheduled to be heard by the Chaves County Board of Commissioners on November 18, 2021 @ 9AM. .

OLD BUSINESS

1. Case ETZ 2021-06:

Request for a Special Use Permit for a Community Solar Array Facility in the Rural Suburban District; being 25.58 acres located in the NE/4NW/4 Sec.18, T10S, R24E; agent - Chaves Solar 2 LLC; land owners - Jerrod and Melissa Higgins.

Mr. Jaramillo stated that this Case had been tabled twice. If approved, Staff recommend 8 Conditions of Approval.

Commissioner Connolly asked if the applicant was a different company than the ones who installed solar arrays NE of Roswell. **Mr. Jaramillo** responded that they were, in fact, two different companies and two different projects.

Commissioner Kirk wanted to know about the different types of solar arrays projects. **Mr. Jaramillo** explained that there was a commercial type, community, and personal use type.

Commissioner Doerhoefer wanted to make sure that the requirements in the ETZ Ordinance would be followed when granting a Special Use Permit. **Mr. Jaramillo** responded that they would hold to those regulations as stated in the Staff Report.

Heath Lovell, Director of Project Development for Pivot Energy introduced himself. He gave a presentation on their Solar Energy System application. **Mr. Lovell** also introduced **Eli Oppenheimer**, Project Development Manager for Pivot Energy. They made themselves available to answer any questions.

Commissioner Doerhoefer had some questions for the applicant including the prediction of the life span of the solar project, the disposal of the solar panels, and who would be responsible for the maintenance of the panels. There was also a question on why the applicant chose Chaves County for their project and why this particular property.

Mr. Oppenheimer explained the life span of a solar panel is approximately 30 years, the panels are then recycled, and a local company would be hired to maintain the panels. He continued with the benefit of subscribing to a community solar farm versus a private residential option. He also stated that as of today, they have no signed agreements with any agency in New Mexico. **Mr. Oppenheimer** addressed some questions regarding landscaping by indicating that there will be minimum landscaping and that a 7 foot chain link fence would be installed.

Mr. Oppenheimer submitted a copy of the NC State University study on the Health and Safety Impacts of Solar Photovoltaics for the record.

Commissioner Doerhoefer asked if they have traveled north along the Roswell Relief Route at six in the morning.

Mr. Oppenheimer stated not he had not, but the panels would not cause any glare on the road and have provide a study showing they would be safe.

Commissioner Kirk wanted to know if any resolution had been reached between the applicant and the protesters. **Mr. Lovell** did state that he had attempted to reach out to them but did not come to any resolution.

Mr. Oppenheimer explained in detail how the community solar program works for the utility companies and customers. He also responded to a question about the decommission plan by stating that a part of their lease agreement with the property owners, Pivot Energy would post a bond for cleanup effort.

Mr. Jaramillo asked that **Mr. Oppenheimer** address some concerns about the amount of heat that the solar panels give off. **Mr. Oppenheimer** explained that they generate very minimum radiating heat.

Jerrod and Melissa Higgins at 201 La Fonda Dr. introduced themselves as the property owners.

Commissioner Doerhoefer asked how long they have owned the property, why did they buy the property, and do they live on this property.

Jerrod and Melissa Higgins They explained that they bought the property in 2020 as an investment property and they do not live on this property.

Nobody spoke in favor of the application.

Gary Hartwick at 2710 Sydney Ave. spoke in opposition. He would like to protect the aesthetics of the environment.

Marcia Tidwell spoke in opposition and on behalf of her siblings, Dave McIntosh, Cindy Polk, and Mary Ledbetter. They own properties next to the proposed community solar farm and expressed that it would hurt their property values.

Francisco and Cinda Olvera at 3801 N. Cedar Ave spoke in opposition. Their property is directly south of the proposed community solar farm. **Mrs. Olvera** had concerns with the size of the solar panels, the impact on property values and the noise.

Judan Pritcher at 700 E. Country Club Rd., spoke in opposition on behalf of Yates Energy Corporation. Some of the concerns were that this project would degrade wildlife habitats in the area and the possibility of water and environment contamination due to the toxic materials from the solar panels.

Stacy Askham at 2002 W. Pine Lodge Rd. spoke in opposition. Some of her concerns were habitat degradation, dangerous electromagnetic radiations, impact of property values and glare from the solar panels. She stated that Mr. Lovell did provide her with answers to some questions she had but was still not in favor of the use.

Commissioner Doerhoefer reiterated that a super majority vote was necessary to approve the application. **Mr. Jaramillo** confirmed this.

Commissioner Bristol made a motion to approve Case ETZ 2021-06 including the Conditions of Approval and Findings of Fact, with an additional condition stating that an opaque fence be installed along the southern property line between the community solar farm and all private property residential area. His reasons for approval are the following; the land is unusable otherwise; there is no water available for irrigation; they cannot have a mobile home park because there's no access to the highway; the project would allow many citizens to participate in solar energy; 200-300 low income homes could potentially be served; sun glare would not be an issue because the panels would never be tilted downwards increasing the glare towards the road; and that a lot of NIMBY was going on but that wasn't a valid point. Commissioner Roe seconded the motion.

Commissioner Roe stated that he didn't see how properties to the south would really be affected by the location of the solar panels and that all his questions had been answered. It would take some time to know if the solar project was even approved.

Commissioner Lackey had some reservations about the impact on property values.

Commissioner Kirk commented that she had similar reservations about a solar array near her home but found that there were all unfounded. Her biggest concern was the amount of people against this project and wished there was more resolution and less opposition.

Commissioner Doerhoefer was not happy with a solar array next to her home. She would have preferred they chose a different location.

Commissioner Connolly stated that this was a very difficult decision.

Commissioner Maples commented that solar arrays do change the nature of neighborhoods.

After a roll call vote, the motion was denied by a 3-4 vote, with Commissioners Connolly, Lackey, Doerhoefer and Chair Maples voting against the approval.

Chair Maples called a 5-minute break, to reconvene at 7:25 p.m.

NEW BUSINESS

1. Case ETZ 2021-09:

Request for a Special Use Permit for Cannabis Producer in the Rural Suburban District; 5509 SE Main Street; being 5 acres located in the SE4SW4NW4 Sec.27 T11S R24E'; applicant – Cielo Vista Farms LLC

Louis Jaramillo gave a brief description of this case. Staff was in support of the application with four (4) Conditions of Approval as noted in the Staff Report.

Commissioner Doerhoefer asked staff why the permit would be given 10 years before renewal. **Mr. Jaramillo** responded that it was for no special reason and that the Commission could amend it.

Commissioner Roe stated that 10 years is normal so that Staff gives the use a chance to succeed.

Carl Day at 5 Desert Springs Circle introduced himself as the applicant and gave an overview of his application.

Commissioner Doerhoefer asked **Mr. Day** how long he's owned the property and who was building the greenhouse. **Mr. Day** responded that his family has owned the property since the 1950's and that he didn't know who was going to build the greenhouse yet. He also answered some more questions regarding security on the property.

Commissioner Lackey wanted to know who Cielo Vista Farms LLC was. **Mr. Day** responded that it was himself and his wife, Linda. In response to a question on water availability, **Mr. Day** indicated that the property owns 130 acres of water rights.

Commissioner Connolly asked **Mr. Day** if the greenhouse could be used for something else other than cannabis production if the project wasn't successful. **Mr. Day** responded that there were other options in case the project was not successful.

Commissioner Kirk wanted to know how many plants **Mr. Day** was planning on growing. He responded that between 1000-3000 mature plants above the ground in pots.

Nobody spoke in favor of the application.

Marilyn Stovell and **Carolyn Knoll** spoke in opposition of the application. They wanted to know if this was going to be for medical marijuana. **Mr. Day** responded that some of the production would be for this purpose. **Ms. Stovell** stated that this use will negatively impact their commercial property across Highway 285.

Commissioner Kirk asked Staff if there had been any letters of protest received for this case. **Mr. Jaramillo** responded that there had been none.

Commissioner Bristol made a motion to approve Case ETZ 2021-09 including the Conditions of Approval and Findings of Fact, with the amendment of Condition #2 to state: That the applicant receives an access permit from the NMDOT for its existing entrance off U.S. Hwy 285 or similar access on YO Rd.

Commissioner Roe seconded the motion.

The motion carried by a 6-0 vote. For the record, Commissioner Doerhoefer left before the end of this case and was not present during the vote.

OTHER BUSINESS

None

Since there was no other business to come before the Commission, the meeting was adjourned at 7:57PM.

Approved this 16th day of November, 2021.

Chairman

Attest

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

DRAFT



CHAVES COUNTY APPLICATION PLAT VACATION

Case Number: SD 2021-4 Date Received: 9-17-21 Fee: 100⁰⁰

Applicant:

Name: Jesse Trujillo Phone Number: 575-840-6774

Mailing Address: 312 Ave C

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

Subdivision:

Name: Los Lomas Block 22 lots 1-20

Location: Alameda St. - Ave "C" - Hendrick Ave

Area to be Vacated: No. of Blocks _____ No. of Lots _____ No. of Streets _____ No. of Alleys 1
Area _____ Area _____ Length _____ Length 600ft

Present Land Use: Vacant

Intended Use: Grazing

Present Zoning: -

Utility information needed:

Current Gas Company: _____ Current Electric Company: _____

Current Water Company: _____

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

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

Jesse M Trujillo
Applicant's Signature

9-17-21
Date

County Manager's Signature (if applicable)

Date

Documents Included With Application:

- | | |
|---|--|
| <input type="checkbox"/> Acknowledged Statement | <input type="checkbox"/> Names and Addresses of Contiguous Property Owners |
| <input checked="" type="checkbox"/> Vicinity or Location Map | <input type="checkbox"/> Utility Company Signatures |
| <input type="checkbox"/> Plat or Survey Drawing | <input type="checkbox"/> Drainage Report (if applicable) |
| <input type="checkbox"/> Notarized Signatures of Owners of Property Within the Area to be Vacated | |

BRIDGE

AVENUE

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

AVENUE

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

AVENUE

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

AVENUE

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

AVENUE

1	5	6	7	8	9	10
11	12	13	14	15	16	17

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

Center of Section 2

...se facing on Second St. which are as shown.



Prepared By

Lee Baca
PO Box 16
Serafina, New Mexico
87569



STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD MAY 29, 2019 AT 01:46 O CLOCK PM
Receipt Number: 421557 Fee: \$10.00
Book 00824 Page 00945 Pages 2
To Whom Returned: JESSE TRUJILLO
WILL PICK UP
, NM

After Recording Return To

Jesse Trujillo
312 Ave C
Roswell, New Mexico
88203

Dave Kunko, County Clerk

By *J. Bennett* Deputy

Space Above This Line for Recorder's Use

NEW MEXICO QUIT CLAIM DEED

State of New Mexico

Chaves County

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Eight Hundred Dollars (\$800.00) and/or other valuable consideration to the below in hand paid to the Grantor(s) known as:

Jessica Torres-Baca and Lee Baca, a married couple, residing at PO Box 16, Serafina, New Mexico, 87569.

The receipt whereof is hereby acknowledged, the undersigned hereby conveys and quitclaims to Jesse Trujillo, a married individual, residing at 312 Ave C, Roswell, New Mexico, 88203 (hereinafter called the "Grantee(s)") all the rights, title, interest, and claim in or to the following described real estate, situated in Chaves County, New Mexico, to-wit:

Subd: Las Lomas Block: 22 Lot: 6 Quarter: NE S: 2 T: 11S R: 23E BK: 455 PG: 169 Deed

according to Chaves County Assessors

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

Grantor's Signature Jessica D. Torres Date 5-21-2019
 Print Name: Jessica Torres-Baca
 Address: PO Box 16, Serafina, New Mexico, 87569

Grantor's Signature [Signature] Date 5/21/19
 Print Name: Lee Baca
 Address: PO Box 16, Serafina, New Mexico, 87569

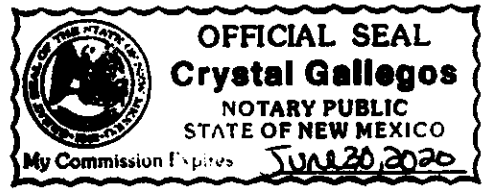
State of New Mexico)
 County of San Miguel)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lee Baca Jessica Torres whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of May, 2019.

Crystal Gallegos (SEAL)
 Notary Public

My Commission Expires June 30, 2020





STATE OF NEW MEXICO, COUNTY OF CHAVES
 FILE FOR RECORD OCT 4, 2018 AT 11:12 O'CLOCK AM
 Receipt Number: 415382 Fee: \$25.00
 Book 00812 Page 01567 Pages 4
 To Whom Returned: JESSE TRUJILLO
 3112 AVE C
 ROSWELL, NM 88203



Dave Donko, County Clerk

By *Samuelis*

Deputy

Prepared by:)
 Thomas J Schmidt)
 77 Silas Carter Rd, Manorville, NY, 11949)
)
 After recording return to:)
 Jesse Trujillo)
 312 Ave C, Roswell, NM, 88203)

Above this line reserved for official use only

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT:

For valuable consideration of \$1.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, Thomas J Schmidt, married, of 77 Silas Carter Rd. Manorville, NY 11949, (the "Grantor"), does hereby convey, with general warranty covenants, unto Jesse Trujillo, not married, of 312 Ave C, Roswell, NM, 88203, (the "Grantee") as the sole tenant, the following lands and property, together with all improvements attached to the property, lying in the County of Chaves, State of New Mexico:

PC11-02767 BK 305 PG 850 LAS LOMAS BLOCK 22 LOT 4.

Prior instrument reference: Book 0450, page 1608, document No. Grant Deed, of the recorder of Chaves, New Mexico

Less and except all oil, gas and minerals, on and under the above described property owned by the Grantor, if any, which are reserved by the Grantor.

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto the Grantee and the Grantee's heirs and assigns forever, with all appurtenances attached to the property.

The Grantor covenants with the Grantee that the Grantor is lawfully seized in fee simple of the granted premises; that the same are free from all encumbrances except those set forth above; that the Grantor has good right, full power and lawful authority to sell and convey the property to the Grantee; and that the Grantor and the Grantor's heirs, executors, and administrators shall warrant and defend the property to the Grantee forever against the claims and demands of all persons whatsoever.

Taxes for tax year 2018 will be paid by the Grantee.

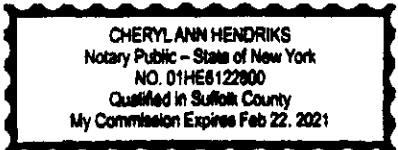
IN WITNESS WHEREOF this Warranty Deed was executed by the Grantor on this 24 day of September, 2018.

Signed in the presence of:

Cheryl A Hendriks
Signature

Thomas J Schmidt
Thomas J Schmidt

Cheryl A Hendriks
Name



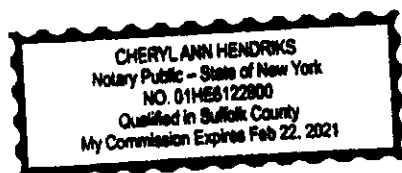
Grantor Acknowledgement

STATE OF NEW YORK

COUNTY OF Suffolk

On this 24 day of September, 2018, before me, Cheryl A Hendriks the undersigned, personally appeared Thomas J Schmidt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Presence of Cheryl Hendriks
Notary Public



Spousal Acknowledgement

I, Kimberly J Schmidt of 77 Silas Carter Rd, Manorville, NY 11949, spouse of Thomas J Schmidt, in consideration of the above sum and other good and valuable consideration received, do hereby waive and release to the Grantee all rights of dower, curtesy, homestead, community property, and all other right, title and interest, if any, in and to the above property.

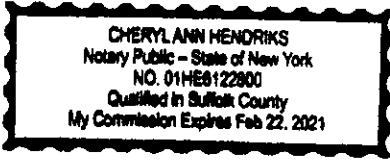
Spouse's Signature: Kimberly J Schmidt

STATE OF NEW YORK

COUNTY OF Suffolk

On this 24 day of September, 2018, before me, Cheryl A Hendriks the undersigned, personally appeared Kimberly J Schmidt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Presence of Cheryl A Hendriks
Notary Public



Prepared By

Michael Zebrowski
4829 Old Israel rd
Livingston, Tx
77351

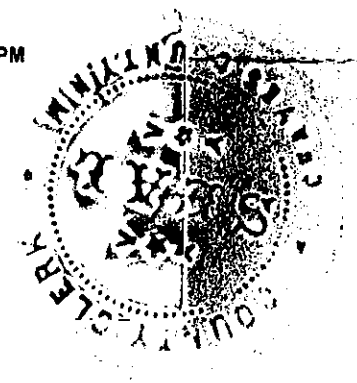
After Recording Return To

Jesse Trujillo
312 Ave C
Roswell, New Mexico
88203



STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD SEP 19, 2019 AT 04:44 O CLOCK PM
Receipt Number: 424933 Fee: \$25.00
Book 00831 Page 00550 Pages 3
To Whom Returned: JESSE TRUJILLO
WILL PICK UP
, NM

Dave Kunko, County Clerk
By Jesse Trujillo Deputy



Space Above This Line for Recorder's Use

NEW MEXICO QUIT CLAIM DEED

State of New Mexico

Chaves County

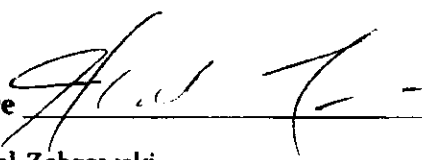
KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Two Hundred Dollars (\$200.00) and/or other valuable consideration to the below in hand paid to the Grantor(s) known as:

Michael Zebrowski, single, residing at 4829 Old Israel rd. Livingston, Tx 77351

The receipt whereof is hereby acknowledged, the undersigned hereby conveys and quitclaims to Jesse Trujillo, a single individual, residing at 312 Ave C, Roswell , New Mexico, 88203 (hereinafter called the "Grantee(s)") all the rights, title, interest, and claim in or to the following described real estate, situated in Chaves County, New Mexico, to-wit:

Subd: Las Lomas Block: 22 Lot: 5 Quarter: NE S: 2 T: 11S R: 23E BK: 453 PG: 854 Deed according to Chaves County Assessors

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

Grantor's Signature  Date 8/16/19

Print Name: Michael Zebrowski

Address: 4829 Old Israel rd. Livingston, Tx 77351

Grantor's Signature _____ Date _____

Print Name:

Address:

(State of New Mexico)

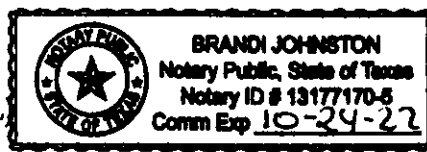
(County of Chavez)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael J. Zebrowski whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 16 day of August, 2019.

Brandi Johnston

(SEAL)



Notary Public

My Commission Expires: 10-24-22



STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD MAY 10, 2019 AT 09:10 O CLOCK AM
Receipt Number: 420997 Fee: \$10.00
Book 00823 Page 00855 Pages 3
To Whom Returned: JESSE M TRUJILLO
WILL PICK UP
, NM



Dave Kunko, County Clerk

By Barbara G. Cowan Deputy

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Jesse M. Trujillo
312 Ave. C
Roswell, NM 88201

Warranty Deed

This Deed is made by Barbara G. Cowan, "Grantor(s)", to
Jesse M. Trujillo, "Grantee(s)", whose post office address
is 312 Ave. C, Roswell, NM 88201,
as (select one):

- An Unmarried Sole Owner A Married Sole Owner A Single Sole Owner
- Joint Tenants Tenants in Common
- Community Property (only in AZ, ID, LA, NM, NV, TX, WA, and WI)
- Community Property with Right of Survivorship (only in AZ, ID, NV, and WI)

For valuable consideration in the sum of \$ 100.00, the receipt of which is hereby
acknowledged, Grantor(s) grant and convey and warrant to Grantee(s) the following real
property (the premises) located in Chaves County/Parish,
New Mexico:

LEGAL DESCRIPTION: PC11-02767 BK 305 PG 850
has Lomas Block 22 Lot 7

PARCEL NUMBER: Block 22, Lot 7

TITLE SOURCE: BK 305 PG 850

Grantor(s) covenant that he/she/they are lawfully seized in fee simple of the premises, which he/she/they have the right to sell and convey, and which are free from encumbrances except those of record. Further, Grantor(s) covenant that he/she/they will execute or procure any necessary further assurance of the title to said premises, and that he/she/they will warrant and defend the premises in the quiet and peaceable possession of the Grantee(s).

This transfer is tax exempt because _____

Taxes for the year 2019 shall be prorated between the Grantor(s) and Grantee(s) beginning on the date of recording.

Barbara G. Cowan Date: 26 April 2019

Barbara G. Cowan, Grantor

13221 Tamayo Dr., Mailing Address

Austin, TX 78729, City, State, Zip

_____, Date: _____

_____, Second Grantor (if Applicable)

_____, Mailing Address

_____, City, State, Zip

First Witness:

[Signature]
Signature

Nicholas Bayam
Printed Name

4/26/19
Date

Second Witness:

Signature

Printed Name

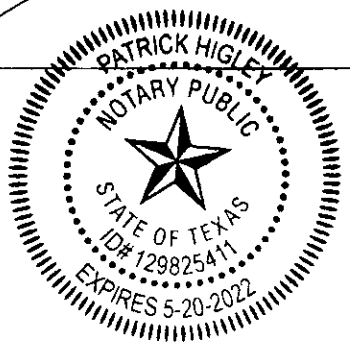
Date

STATE OF Texas)
COUNTY/PARISH OF Williamson)
On April 26, 2019, before me, Patrick Higley,
a Notary Public, personally appeared Barbara Cowan,
as Grantor(s), and Nicholas Bryan, as Witness, and _____,
as Witness, who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas
that the foregoing paragraph is true and correct.

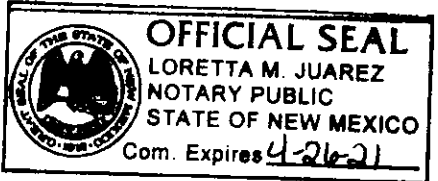
WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary



Affiant Known Produced ID
Type of ID TX Driver's License
Commission expires: May 20, 2022
I certify that the full consideration paid for
the described property is:
\$ 100.00

Signed: *[Handwritten Signature]*
(Grantee)
Dated: 5-10-19
Signed: _____
(Second Grantee, if applicable)
Dated: _____

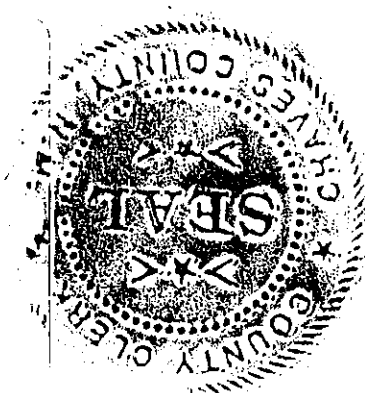


Loretta M. Juarez
April 26, 21

Preparer: Barbara G. Cowan, 13221 Tamayo Dr., Austin, TX 78729



STATE OF NEW MEXICO, COUNTY OF CHAVES
 FILE FOR RECORD MAY 10, 2019 AT 09:10 O CLOCK AM
 Receipt Number: 420997 Fee: \$10.00
 Book 00823 Page 00858 Pages 3
 To Whom Returned: JESSE M TRUJILLO
 WILL PICK UP
 , NM



Dave Kunko, County Clerk

By J. Trujillo Deputy

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

Jesse M. Trujillo
312 Ave. C
Roswell, NM 88201

Warranty Deed

This Deed is made by Barbara G. Cowan, "Grantor(s)", to
Jesse M. Trujillo, "Grantee(s)", whose post office address
 is 312 Ave. C, Roswell, NM 88201,
 as (select one):

- An Unmarried Sole Owner A Married Sole Owner A Single Sole Owner
- Joint Tenants Tenants in Common
- Community Property (only in AZ, ID, LA, NM, NV, TX, WA, and WI)
- Community Property with Right of Survivorship (only in AZ, ID, NV, and WI)

For valuable consideration in the sum of \$ 300.00, the receipt of which is hereby
 acknowledged, Grantor(s) grant and convey and warrant to Grantee(s) the following real
 property (the premises) located in Chaves County/Parish,
New Mexico:

LEGAL DESCRIPTION: PC 11 - 02767 BK 305 PG 850
Las Lomas Block 22 Lot 8, 9, 10

PARCEL NUMBER: Block 22, Lot 8, 9, 10

TITLE SOURCE: BK 305 P6850

Grantor(s) covenant that he/she/they are lawfully seized in fee simple of the premises, which he/she/they have the right to sell and convey, and which are free from encumbrances except those of record. Further, Grantor(s) covenant that he/she/they will execute or procure any necessary further assurance of the title to said premises, and that he/she/they will warrant and defend the premises in the quiet and peaceable possession of the Grantee(s).

This transfer is tax exempt because _____

Taxes for the year 2019 shall be prorated between the Grantor(s) and Grantee(s) beginning on the date of recording.

Barbara G. Cowan Date: 26 April 2016

Barbara G. Cowan, Grantor

13221 Tamayo Dr., Mailing Address

Austin, TX 78729, City, State, Zip

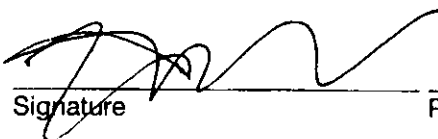
_____, Date: _____

_____, Second Grantor (if Applicable)

_____, Mailing Address

_____, City, State, Zip

First Witness:



Nicholas Bryan

4/26/19

Signature

Printed Name

Date

Second Witness:

Signature

Printed Name

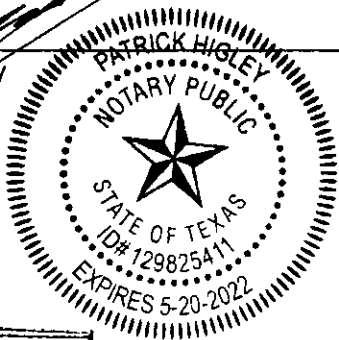
Date

STATE OF Texas)
COUNTY/PARISH OF Williamson)
On April 26, 2019, before me, Patrick Higley,
a Notary Public, personally appeared Barbara Cowan,
as Grantor(s), and Nicholas Bryan, as Witness, and _____,
as Witness, who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary



Affiant Known Produced ID
Type of ID TX Driver's License
Commission expires: May 20, 2022

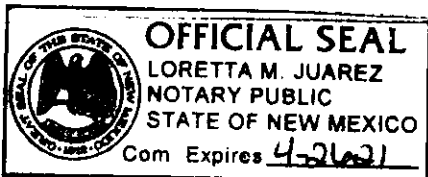
I certify that the full consideration paid for
the described property is:
\$ 300.00

Signed: _____
(Grantee)

Dated: 5-10-19

Signed: _____
(Second Grantee, if applicable)

Dated: _____



Loretta M Juarez
April 26, 2021

Preparer: Barbara Cowan, 13221 Tamayo Dr., Austin, TX 78729

WARRANTY DEED

BOOK 0647 PAGE 1450

No title liability

Lisa Brackeen, f/k/a Lisa Trujillo, joined pro-forma by Eric W. Brackeen, her husband, for consideration paid,

grants to: Jesse Marcus Trujillo, a single person

Whose address is: 2001 S. Richardson
Roswell, NM 88203

the following described property situated in Chaves County, New Mexico.

Lots 11, 12 and 13 in Block 22 of Las Lomas Subdivision, in the County of Chaves and State of New Mexico, as shown on the Official Plat filed in the Chaves County Clerk's Office on August 1, 1949 and recorded in Book B of Plat Records, at Page 122.

SUBJECT to all reservations contained in the Patent and all covenants, easements and restrictions of record.

With Warranty Covenants

WITNESS our hands and seals this 4th day of September, 2009.

[Signature]
Lisa Brackeen

[Signature]
Eric W. Brackeen

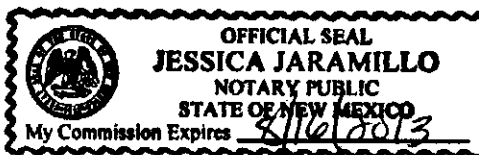
ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

This instrument was acknowledged before me this 4th day of September, 2009, by Lisa Brackeen, f/k/a Lisa Trujillo, joined pro-forma by Eric W. Brackeen, her husband.

My Commission Expires:
8/16/2013

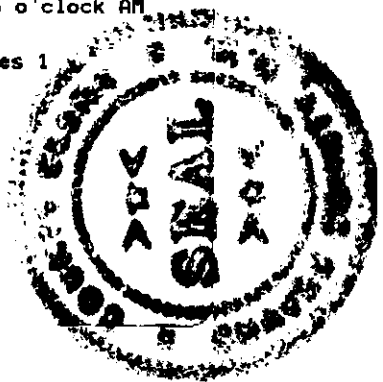
[Signature]
Notary Public



STATE OF NEW MEXICO, COUNTY OF CHAVES, ss
FILE FOR RECORD Sep 8, 2009 at 09:05:26 o'clock AM
Receipt No. 320540 Fee \$ 9.00
Book 647 Page 1450 Pages 1
To Whom Returned: JESSE TRUJILLO
2001 S RICHARDSON
ROSWELL NM 88203

RHODA C. COAKLEY, COUNTY CLERK

By [Signature] Deputy



Louis Jaramillo

From: Sanchez, Ralph <Ralph.Sanchez@xcelenergy.com>
Sent: Wednesday, September 29, 2021 2:28 PM
To: Louis Jaramillo
Subject: RE: Proposed alley vacations in the Chaves County

Louis,
I have no issue with vacating these alleys. Xcel power line is on Barberry Road just east of these alleys.

Thanks

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Wednesday, September 29, 2021 2:08 PM
To: Sanchez, Ralph <Ralph.Sanchez@xcelenergy.com>
Subject: Proposed alley vacations in the Chaves County

EXTERNAL - STOP & THINK before opening links and attachments.

Ralph,
Please look over the attached aerial photo of three proposed alley ways that are may be vacated in November's Board of Chaves County Commission meeting.
If you are good with them, please respond on your office letter head.

Thank you

Louis Jaramillo, CZO, CFM
Planning and Zoning Director
Chaves County, NM
#1 St. Mary's Place
575 624 -6562

Louis Jaramillo

From: Mendoza, Danny R. <DANNY.MENDOZA@nmgco.com>
Sent: Monday, September 27, 2021 12:54 PM
To: Louis Jaramillo
Subject: RE: Require for Vacation of Alleys

Louis,
You have New Mexico Gas Company approval.

Thanks,

Danny Mendoza
Designer
New Mexico Gas Company
Office 575-625-6380
Cell 575-910-0036

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Friday, September 24, 2021 1:40 PM
To: Mendoza, Danny R. <DANNY.MENDOZA@nmgco.com>
Subject: Require for Vacation of Alleys

CAUTION - External Email

***** **Don't be quick to click! We're counting on you!** This email is from an external sender! Don't click links or open attachments from unknown sources. To report a suspicious email, click the Forward to Phishing button within Outlook for analysis by our cyber security team. If the button is unavailable, forward the email as an attachment to phishing@tecoenergy.com *****

Danny,

The Chaves County P&Z Dept. has received 3 applications for vacation of alleys for the following areas. I am in need of your approval or denial for the following cases:

1. Case SD 2021-02: Request to Vacated Alley; 2500 Block of Barberry Road; located between Tracts A & B of Block 4 of Camino Del Pinos Subdivision; applicant– Shirley McIntosh; owner- Chaves County.
2. Case SD 2021-03: Request to Vacated Alleys; 2400 Block of Barberry Road; located between Tracts A & B of Block 2 and Tracts A & B of Block 3 of Camino Del Pinos Subdivision; applicant– Peter Ambs and Allen Holloway; owner- Chaves County.
3. Case SD 2021-04: Request to Vacated Alley; 4500 Block of W. Hendricks Street; located Lots 1- 20 of Block 22 of *Los Lomas Subdivision*; applicant– Jesse Trujillo; owner- Chaves County.

I have included an aerial photos of their location and the surrounding area. Please respond in an official letter.

Louis Jaramillo

From: berrendowua@gmail.com
Sent: Monday, October 4, 2021 1:47 PM
To: Louis Jaramillo
Subject: RE: Vacation of alleys

Louis,
Linda and I have looked at the vacation of alleys. We have no lines that will compromise the vacation.

Thank you,

Elizabeth Drabek

Office Manager/Operator
2004 East 19th Street
Roswell, NM 88201
T: (575)-623-7665
berrendowua@gmail.com / www.myruralwater.com



An equal opportunity provider

From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Monday, October 4, 2021 1:32 PM
To: berrendowua@gmail.com
Subject: RE: Vacation of alleys

Email will work just fine.

Thank you,

Louis Jaramillo, CZO, CFM
Planning and Zoning Director
Chaves County, NM
#1 St. Mary's Place
575 624 -6562

From: berrendowua@gmail.com <berrendowua@gmail.com>
Sent: Monday, October 4, 2021 1:30 PM

AGENDA ITEM: 6
MEETING DATE: November 18, 2021

**Case Z 2021-6 Special Use Permit for
Wireless Telecommunication Facility**

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To approve or deny a Special Use Permit for an 80-foot wireless telecommunication facility in Area I, zoned Agriculture-Residential District.

ITEM SUMMARY: Ms. Silva, along with Straight Shot Wireless, are wishing to place an 80-foot tall Wireless Telecommunication Facility on a vacant parcel of land being 5310 W. Pine Lodge Road. The facility would be located approximately 2.9 miles west of the intersection of Pine Lodge and Brown Road. The property and surrounding area are zoned "A" Agriculture-Residential with the neighbors' to the north, south, and west being vacant grazing land and the neighboring property to the east having a residential home

Straight Shot Wireless has stated this would qualify as a Small Tower under the Federal Communication Act. The tower would be a single stand-alone structure with no guide wire anchors and would be used to transmit radio and wireless internet service. It is not designed, nor will it be constructed to contain cell phone or microwave equipment. The proposed tower would provide internet service to the surrounding community within 3-5 miles. Other towers in the area are approximately 5.5 miles away to the east and northeast.

The Planning and Zoning Commission recommended Approval of the Special Use Permit with seven Conditions stated in Staff's Report; by a vote of 4-0 based on Findings of Fact 1-5 stated in Staff's Report.

Staff recommends approval.

SUPPORT DOCUMENTS: Staff's Report, P & Z Commission Minutes from November 2, 2021 Application, Aerial/Vicinity Map, and Construction Details.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

STAFF REPORT

CASE # Z 2021-6

The applicant is requesting a Special Use Permit for an 80-foot wireless telecommunication facility on Ms. Silva's property located at 5310 W. Pine Lodge Road. This property is unoccupied and is a rectangular shaped ten-acre parcel of land. The 80-foot tower would be located on northern half of the lot.

The property is located approximately 2.9 mile west of the intersection of Pine Lodge Road and Brown Road. Pine Lodge Road, also known as State Road 246 which extends west and south to Capitan, NM. The neighboring properties to the north, south and west are zoned Zone A Agriculture-Residential and are vacant parcels used for grazing. The property to the east is zoned Zone A Agriculture-Residential and is occupied with a residential manufactured home.

The applicant has stated that the proposed tower is defined as a "small tower" under the Federal Communication Act. The tower would be a single stand-alone structure with no guide wire anchors and would be used to transmit radio and wireless internet. It is not designed, nor will it be constructed to contain cell phone or microware equipment. The proposed tower would provide internet service to the surrounding community within 3-5 miles. Other towers in the area are approximately 5.5 miles away to the east and northeast.

Section 332.c(7) of the federal Communication Act preserves state and local authority over zoning and land use decisions for personal wireless service facilities, but sets forth specific limitations on that authority, such as unreasonable discrimination among providers, that the local government must act on the application within a reasonable period of time, and if the local government denies of an application, it must be done in writing with support by substantial evidence in a written record. Also, the statute preempts local decisions premised directly or indirectly on the environmental effects of radio frequency (RF) emissions, assuming that the provider follows the Commission's RF rules. With this authority, Article XIV of the Chaves County Zoning Ordinance No. 7 has established a set of guidelines and required documentation for the placement of a WTF in Chaves County. These guidelines require the applicant to provide a detailed site plan with the location and height of the tower in reference to existing structures, structure details, location of existing towers in the surrounding area, reasoning for the location of the tower, possible co-locations or co-antennas, security, signage, lighting, and decommission plans upon abandonment.

Section 3 of Article XIV prioritizes the locations for a new WTF starting with 1. existing towers and structures, 2. along major traffic corridors, 3. agricultural areas and 4. residential areas. WTT in residential areas should only be considered as a last result when a major necessity for the area is required. The applicant is obligated under the National Environmental Policy Act (NEPA) to consider all potential environmental impacts the tower may have on the neighbors. Residential concerns should be a considered when approving a Use Permit for a WTF as Section 2 of Article XIV states the SUP shall be for 30 years.


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;
2. The Special Use Permit be approved for 30 years; at which time the Planning Director may review the case, inspect the site, and renew the permit for an additional 30 years or may require the case to be brought back to the Board of Chaves County Commissioners;

3. The applicant shall install a minimum six-foot security fence around the tower and equipment;
4. The applicant shall make sure that all signage and contact information are placed on the security fence or building;
5. The applicant shall comply with all State or Federal regulations;
6. Any light fixtures used by the facility shall be shielded from traffic and surrounding existing and future residential uses and shall comply with the Night Sky Act;
7. If the facility becomes inoperative for a period of 12 consecutive months the facility shall be removed by the owner, unless a non-use permit for a prescribed period is granted by the Board of Chaves County Commissioners.

Finding of Facts:

1. Agricultural and Residential properties are the only available locations for a WTF in this area.
2. The proposed WTF will provide necessary and vital internet access to the surrounding community within 3-5 miles of the tower.
3. The WTF is not designed and constructed for possible cell phone or microwave panels in the future.
4. Staff has not received complaints or protests from surrounding property owners.
5. The owners within 100 feet have been notified by certified mail and this case has been posted in the local newspaper 15 days prior to this public hearing, per State Statute.

Chaves County Planning & Zoning Commission	Chaves County	
Meeting Date: November 2, 2021	<i>Meeting Minutes</i>	Created By: Julia A. Torres

Members Present:

Dale Rogers
Valli West
Brian Archuleta
Andy Morley

Members Absent:

Mark Lewis

Guests: _____

Nathan Babcock

Staff Present:

Louis Jaramillo

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on November 2, 2021, beginning at 5:30PM.

MINUTES

The minutes of the August 3, 2021 meeting were approved unanimously as submitted.

NEW BUSINESS

Case Z 2021-06

Request for a Special Use Permit for an 80 foot Wireless Telecommunication Facility in Area II, Zone B Residential-Agriculture; being in Sec.5 T10S R23E W2 E243.9', W2955.01', S1481' S of Pine Lodge Rd. ; - Owner- Haley Willis Silva; applicant-Straight Shot Wireless

Louis Jaramillo gave a brief description of Case Z 2021-06 including seven (7) Conditions of Approval.

Nathan Babcock, president of Straight Shot Wireless stated that they wanted to improve their services in the area with this wireless tower.

Commissioner Archuleta asked if lights were required on the tower. **Mr. Babcock** responded that lights were not required based on FFA regulations. **Commissioner Archuleta** asked Mr. Babcock is there was a nearby farm as he has a concern for the crop-duster planes. **Mr. Babcock** stated the nearest farm was approximately two miles away.

Commissioner Morley made a motion to recommend approval of Case Z 2021-06 including the Conditions of Approval and Findings of Fact. Commissioner West seconded the motion. Motion carried

4-0. This case is scheduled to be heard by the Chaves County Board of Commissioners on November 18, 2021 @ 9:00 a.m.

Other Business

Mr. Jaramillo asked Chair Rogers to call upon the Commissioners before they speak since Commissioner Archuleta's and Commissioner Lewis' voices were not distinctive to Staff, at this time.

There being no other business listed on the agenda or to come before the Commission, the meeting adjourned at 5:43PM.

Approved this 7th day of December, 2021

Chairman

Attest

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

W Pine Lodge Rd 48

SwannDr

W Pine Lodge Rd

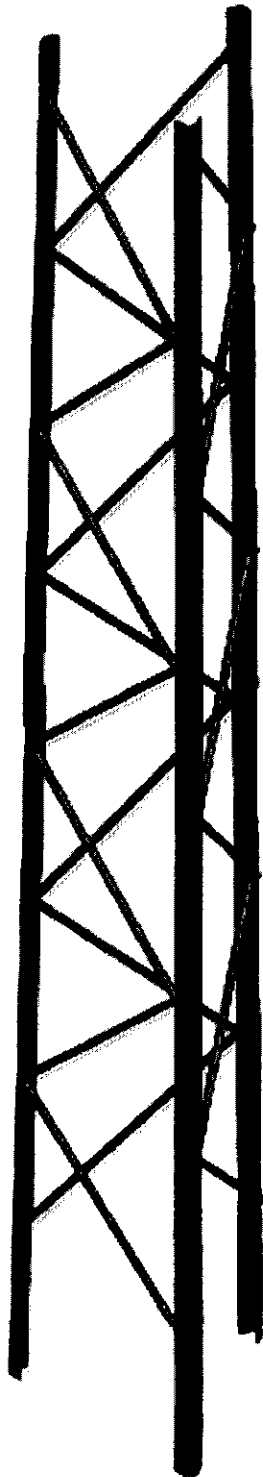
246

48

246



STANDARD RSL SELF-SUPPORTING TOWERS (field bolted)



The all new RSL

COMPLETELY REDESIGNED

GENERAL USE

The ROHN RSL is a light weight self-supporting tower designed for use in broadband, public safety and security applications. The RSL reaches above line-of-site obstacles such as tree tops, hilly terrain and buildings. The RSL is shipped knocked down to reduce shipping cost and time.

FEATURES

- Available in heights from 20' up to 100'
- U-shaped legs allows for simple lap splice connection
- Available in standard and heavy models
- Pre-punched holes for attachment of safety climb systems, mounting kits, etc.
- Braces for each section are the same length, while bolt lengths are standard throughout the tower
- Tower material is hot-dip galvanized
- Assembly drawings provided with tower
- Top closing angle standard with each tower package

Optional items are available and may be ordered separately:

- Step Bolts
- Safety Climbing System*
- Top Post
- Anti-Climb Brackets
- Multiple Mounting Kits
- Grounding kit
- Top Plate
- Accessory Shelf
- Waveguide Brackets
- Lightning Rod

For more information, please visit
our website: www.rohnnet.com

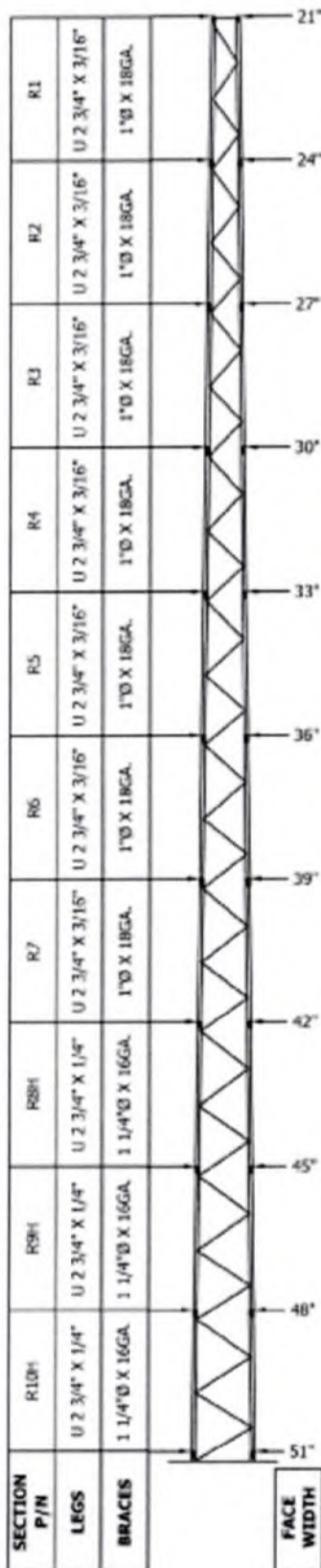
*Per Rev G requirements, any structure greater than 10'
requires a climber safety device.

ORDERING INFO

1. Foundation bases must be ordered separately.
2. All accessories must be ordered separately including step bolt kits, safety climb systems, climbing harness with slider, grounding kits, lightning rods, top plate, top mast, mounting kits, W/G brackets, anti-climb assemblies, etc.
3. ROHN standard RSL tower kits are supplied with lock washers as nut locking devices. Pal nuts (P), anco nuts (A) and tri-loc nuts (T) are alternative nut locking devices that may be obtained by adding the indicated suffix to the standard RSL tower kit Part Number. (Note: nut locking devices are required in accordance with ANSI/TIA-222-G.) Example: RSL100L10A for Anco Nuts.
4. All three tower legs in each section have provision to install step bolts and a safety climb system. When step bolts are desired, one step bolt kit must be ordered for each section of the tower. Increase the number of step bolt kits accordingly when step bolts are desired on more than one tower leg of a section.

DESIGN NOTES

1. The suitability of a ROHN standard RSL tower kit and standard foundation for a specific application must be verified by the purchaser based on site-specific data in accordance with the ANSI/TIA-222-G Standard. All users are solely responsible for the installation, use, maintenance, inspection and other work and the compliance with all local, state and federal requirements.
2. The allowable Effective Projected Areas (EPA) tabulated for the standard RSL tower kits represent the summation of the projected areas of all antennas, mounts and accessories multiplied by appropriate drag factors. The tabulated EPA values are in addition to the loading from a 3/8 inch diameter safety cable assumed to be mounted to each standard tower. The tabulated EPA values are for a no-ice condition. For design purposes, the tabulated EPA values have been increased 75% when investigating extreme ice loading conditions.
3. The tabulated EPA values apply to towers located on sites with level grade (ANSI/TIA-222-G Topographic Category 1). Lower EPA values than tabulated would apply for roof mounted towers or for towers located on sites with unusual terrain. Contact ROHN for site-specific design limitations.
4. The RSL standard designs are based on one 1/2 inch transmission line for each 10 square feet of EPA up to a maximum of 6 lines unless otherwise noted. All lines are assumed to be symmetrically mounted on the tower faces adjacent to a leg.
5. The total weight of all antennas and mounts associated with the tabulated EPA values is assumed to equal 500 pounds for the no-ice condition and 1000 pounds for the extreme ice condition.
6. The tabulated EPA values assume the associated antennas and appurtenances are symmetrically mounted unless otherwise noted. Eccentric loading may increase member forces and may require a reduction of the tabulated EPA values. Mounting arrangements are assumed to be appropriate for the supporting members utilized. Contact ROHN if assistance is needed in determining the adequacy of a specific RSL tower kit for site-specific loading conditions.
7. The RSL standard top mast is designed to support a maximum EPA of 5 square feet with 100 pounds vertical load. Other optional top mounts are available upon request. All other loading is assumed to be mounted to the tower below the top mast.
8. The standard RSL tower kits that include dish loading criteria meet ANSI/TIA-222-G twist and sway requirements for a 6 GHz dish frequency. All dishes are assumed to be face mounted. Contact ROHN for assistance with higher frequency or other mounting arrangement applications.



RSL TOWER DESIGN LOADING ACCORDING TO ANSI/TIA-222-G								
STRUCTURE CLASSIFICATION = 1								
EXPOSURE CATEGORY = B								
TOPOGRAPHIC CATEGORY = 1								
RSL-D01 R4								
HEIGHT (FT)	SECTIONS	TOWER KIT P/N	ALLOWABLE EFFECTIVE PROJECTED AREA (FT ²)					
			3-SECOND GUST WIND SPEED (MPH)					
			90	100	110	120	130	140
100	R1 - R10H	RSL100L10	25	11	-	-	-	-
	R1 - R9H	RSL90L19	31	20	10	-	-	-
90	R2 - R10H	RSL90L20	39	23	12	4	-	-
	R1 - R8H	RSL80L18	34	21	12	4	-	-
80	R2 - R9H	RSL80L29	49	34	22	10	-	-
	R3 - R10H	RSL80L30	56	38	25	14	4	-
	R1 - R7	RSL70L17	40	27	17	9	-	-
70	R2 - R8H	RSL70L28	52	37	25	13	-	-
	R3 - R9H	RSL70L39	74	52	32	19	8	-
	R4 - R10H	RSL70L40	80	56	38	24	13	5
	R1 - R6	RSL60L16	59	42	30	21	12	-
60	R4 - R9H	RSL60L49	80	62	42	28	17	9
	R5 - R10H	RSL60L50	80	67	48	34	24	15
	R1 - R5	RSL50L15	80	60	45	34	26	19
50	R5 - R9H	RSL50L59	80	73	53	38	27	19
	R6 - R10H	RSL50L60	80	78	59	45	35	27
	R1 - R4	RSL40L14	80	80	67	52	42	31
40	R7 - R10H	RSL40L70	80	80	72	58	48	39
	R1 - R3	RSL30L13	80	80	80	71	57	45
30	R8H - R10H	RSL30H80	80	80	80	80	80	80
	R1 - R2	RSL20L12	80	80	80	71	60	49
20	R9H - R10H	RSL20H90	80	80	80	80	80	80

The tabulated allowable effective projected areas (EPA) are limited to a maximum recommended value of 80 (ft²). EPA values shown as "-" indicate tower kit is not applicable for the corresponding wind speed.

Site-specific designs are available upon request.

TUBE BRACING
CLASS I LOADING

AGENDA ITEM: 7

Agreement A-21-049 Lease for
1600 S.E Main Suite D2 Office 1

MEETING DATE: November 18, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This lease is between Chaves County and the Chaves Country Health Council for lease of the office that was previously occupied by the DWI Screener.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-049

SUMMARY BY: William B. Williams

TITLE: County Manager

**LEASE AGREEMENT A-21-049 BETWEEN CHAVES
COUNTY AND CHAVES COUNTY HEALTH COUNCIL
FOR LEASE OF OFFICE BUILDING**

THIS AGREEMENT is made and entered into this 18th day of November, 2021, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and Chaves County Health Council, 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 126 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 7 months beginning December 1, 2021 and ending June 30, 2022. This Agreement shall automatically renew for up to three (3) 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 Chaves County Health Council, 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

William E. Cavin, Chairman

CHAVES COUNTY HEALTH COUNCIL

Jo Ann Lopez, Director

ATTEST

Cindy Fuller, Clerk

AGENDA ITEM: 8 Resolution R-21-053
MEETING DATE: November 18, 2021 Approval of Budget Adjustment FY 21-22

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, CFO

ACTION REQUESTED:
Approval of Resolution R-21-053

ITEM SUMMARY:

The Finance Department is requesting a budget adjustment for line items in exhibit 'A'. These adjustments are for various items including donations to purchase a foldable drone, Facility Repairs, transport of prisoners expenses, and for the new Transportation Project Fund Grant.

Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-21-053

SUMMARY BY: Anabel Barraza

TITLE: CFO

RESOLUTION R-21-053

BUDGET ADJUSTMENT REQUEST

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on November 18, 2021 the following was among the proceedings:

WHEREAS, the budget must be adjusted for fiscal year 2021-2022 expenditures, and revenues; and,

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

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

WHEREAS, the Board of Chaves County Commissioners deems it necessary to adjust the FY 21-22 Final Budget as designated in Exhibit 'A', attached.

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

Done at Roswell, New Mexico, this 18th day of November 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 "Dick" Taylor, Member

EXHIBIT 'A'

Account Number	Description	Amount
401-4-405-757-000	SHERIFF DONATION	(600,.00)
401-7-752-231-000	NON-EXPENDABLE SUPPLIES	600,.00
650-6-684-228-000	TRANSPORT OF PRISONERS	35,000.00
401-6-699-256-000	BUILDING IMPROVEMENTS	25,000.00
401-4-403-735-000	REIMBURSEMENT TO COMMISSION	(42,229.00)
402-6-653-246-003	ROADS PROJECT – OTHER	243,888.00
402-4-402-652-000	ROAD IMPROVEMENT – TPF	231,692.79

AGENDA ITEM: 9

Resolution R-21-054 Holiday Schedule
for 2022

MEETING DATE: November 18, 2022

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

In accordance with the Chaves County Personnel Policy, the Commission establishes the holiday schedule for the following calendar year. The proposed 2022 holiday schedule is attached.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution # R-21-054

SUMMARY BY: Bill Williams

TITLE: County Manager

**RESOLUTION R-21-054
HOLIDAY SCHEDULE FOR 2022**

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on November 18, 2021, the following was among the proceedings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chaves County Commissioners that the following dates are established as authorized holidays for County employees for the year 2022:

HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES ON 8-HOUR SCHEDULE

HOURS	HOLIDAY	DATE OBSERVED
8	New Year's Day	Monday, January 2, 2022
8	Martin Luther King Day	Monday, January 17, 2022
8	President's Day	Monday, February 21, 2022
8	Good Friday	Friday, April 15, 2022
8	Memorial Day	Monday, May 30, 2022
8	Independence Day	Monday, July 4, 2022
8	Labor Day	Monday, September 5, 2022
8	Veteran's Day	Friday, November 11, 2022
8	Thanksgiving	Thursday, November 24, 2022
8	Thanksgiving	Friday, November 25, 2022
8	Christmas	Friday, December 23, 2022
<u>8</u>		
88 Hours		

HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES ON 10-HOUR SCHEDULE

HOURS	HOLIDAY	DATE OBSERVED
10	Martin Luther King Day	Monday, January 17, 2022
10	President's Day	Monday, February 21, 2022
10	Memorial Day	Monday, May 30, 2022
10	Independence Day	Monday, July 4, 2022
10	Labor Day	Monday, September 5, 2022
10	Columbus Day	Monday, October 10, 2022
10	Thanksgiving	Wednesday, November 23, 2022
10	Thanksgiving	Thursday, November 24, 2022
10	Christmas	Monday, December 26, 2022
<u>10</u>		
90 Hours		

ADOPTED this 18th day of November, 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

Item # 10

Request for Out-of-State Travel

Meeting Date: November 18, 2021

STAFF SUMMARY

REQUESTED BY: Bill Williams
County Manager

ACTION REQUIRED: Approve Request

SUMMARY:

Chaves County Flood Control is requesting approval for out-of-state travel for their employee Luis Veloz to attend a custom surveying workshop in Aurora Colorado on December 6-8, 2021. This training SCS 900 is provided by Site Works Custom Training. Mr. Veloz will assume the surveying responsibilities for both the Caterpillar D6 dozer and the Caterpillar 823K scraper once he is certified.

Total cost for the training, travel, and lodging is approximately \$2,700.

Staff recommends approval.

SUPPORT DOCUMENTS: Seminar Information and Schedule

Submitted by: Bill Williams

Title: County Manager



Training Quote



CERTIFIED CONSTRUCTION TRAINER

SITECH ROCKY MTN
2420 Uravan Street
Aurora, Co 80011

Prepared by: Clayton Phillips
Email: cphillips@sitechrockymtn.com
Phone: (303) 739-3010

Date: 10/20/2021
Expiry Date: 11/19/2021

Email: vera.carabajal@chavescounty.gov
Phone: (575) 632-9722

Attn: Vera Carabajal
Company: Chaves County Flood Commission
Address: #1 St. Mary's Place, Suite #180
Roswell, NM 88203

Service: SCS900/SiteWorks (TBD) Custom Training

Item #:	Description	# of Days	Training Price	Total Price
1	SCS900/SiteWorks (TBD) Custom Training	3	\$1,753	\$1,753

Training for: 1 attendee/s.

Discount	Description	% Discount		
	3 yr support agreement (if applicable)	15		
Total Quote Price				\$1,753

Notes: Training Day is 8 hours of class time. Cost is for attendees from same company. To be conducted at SITECH Rocky Mountain located at 2420 Uravan Street , Aurora, CO 80011.
Trainer: Clayton Phillips (Certified Trimble Trainer)
Proposed Training Dates:
TBD

Please include PO number and signature of person authorizing training and e-mail to cphillips@sitechrockymtn.com or fax to 303-739-3296.

Customer PO: _____

Signature: _____

Thank you for choosing SITECH Rocky Mountain for your training needs!

Cancellation Policy: *If cancellations are made 7 days or more prior to training a \$100 fee will be charged to customer. If cancellations are made 6 to 4 days prior to training a \$188 fee will be charged. If cancellations are made 3 days prior to and up to the day of training a \$375 fee will be charged.*

Here is an Agenda of my usual 3 day Siteworks / SCS900 training and what is covered. This will be modified slightly to teach the use more specific to what he will be using the equipment for.

SCS900 Site Controller Software: Sites Class Agenda

- Creating Sites / Work Orders
- Setting up a Base and Rover GNSS (900 MHz)
- Site Calibration
 - Multi-Point Calibration
 - Single-Point Calibration
- Avoidance Zones
 - Adjusting Avoidance Zone
 - Creating an Avoidance Zone in SCS900
- Measuring a Surface
 - Measuring Modes
 - Measure Outer Boundary in Walking Mode
 - Measuring Breaklines in Walking Mode
 - Measuring Breaklines in Standing Mode
 - Measuring Surface Points in Walking Mode
 - Measuring Surface Points in Standing Mode
- Measuring Surface Features – Advanced Measurement Module is Required
 - Understanding Feature Data
 - Measuring Points
 - Measuring Line Features
 - Measuring Areas
 - Measuring Offset Points
 - Measuring Offset Lines
 - Cross Section Pick-up
- Measuring Volumes
 - Measuring a stockpile with a Design
 - Measuring a stockpile without a Design
- Staking Out Lines
 - Staking a station on the line
 - Staking an Offset to the line
 - Staking Side Slope and Catch Point of a Line
- Staking Out Planes
 - Staking a Level Plane
 - Staking a Sloping Plane
 - Staking a Three Point Plane
- Checking Surface Grade to a Design

- Performing Site and Site Feature Measurements
- Performing Volume Measurements
- Staking out Lines, Points, and Planes
- Checking Surface Grades to a Design
- Exporting Roads from Business Center to SCS900
- Creating New Sites and Work Orders
- Creating Horizontal and Vertical Alignments
- Creating Templates
- Creating Stakeout Points from an Alignment
- Staking Road Features, Catch Points, and Surface Locations
- Measuring Roads and Checking Grade
- Checking Material Thickness on a Road
- Exporting Road Designs from SCS900 to Business Center

Vera,

Please find enclosed a quote for 3 days of training at our facility in Aurora for 1 attendee. Chaves County had purchased an Earthworks System and has an active 3 yr. service agreement so you received a 15% discount on the pricing.

Here is an Agenda of my usual 3 day Siteworks / SCS900 training and what is covered. This will be modified slightly to teach the use more specific to what he will be using the equipment for.

AGENDA ITEM: 11

Waiver of Right-of-Way fee for Berrendo
Water Cooperative Water Line Repair.

MEETING DATE: November 18, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Mac Rogers

ACTION REQUESTED: Grant fee waiver

ITEM SUMMARY:

The Chaves County Right-of/Way Use Permit Ordinance requires that fees be collected for road pavement excavations. Berrendo Water Cooperative has requested a waiver of permit fees for a road excavation to repair a water distribution line crossing Wrangler Road near the intersection of Wrangler and Wagon Trail. A provision of the Ordinance allows for the Board of Commissioners to waive these fees.

Staff recommends approval.

SUPPORT DOCUMENTS:

1. Permit Application
-

SUMMARY BY: Mac Rogers

TITLE: Public Services Director

3 Copies – Applicant, Road Department, Finance Department

UTILITY COST NOTIFICATION

Chaves County Right-of-way use Permit

Date 10-14-21

Applicant Berrendo Water Address 2004 E. 19th

Roswell NM 88201

Permit Fee \$ 1,850⁰⁰ Permit Number 2446

3'x5' Road cut +
50⁰⁰ permit fee

Jyle S C
Agent

PERMIT FOR INSTALLATION OF UTILITIES ALONG PUBLIC ROADS

TO: CHAVES COUNTY BOARD OF COMMISSIONERS
c/o Chaves County Road Department – Attn: Angelo Gurule
1505 E. Brasher Rd.
Roswell, NM 88203

Permit No. 2446

APPLICATION is hereby made by: Elizabeth Drabek

Date: October 07, 2021

Berrendo Cooperative Water Users Association.
2004 E. 19th Street. Roswell, NM 88201
575-623-7665
Email: Berrendowua@gmail.com

for permission to locate, install and maintain a Water Line Repair

for the purpose of Water Distribution

along or across the following described public road: Please see attached map. _____

Location: 644 Wrangler Road and Wagon Trail

THE UNDERSIGNED APPLICANT RESPECTFULLY SHOWS:

1. That the applicant will at all times indemnify and save harmless the County of Chaves and all governmental subdivisions and all boards, officers, and employees thereof from any and all claims of every kind or character caused by or incident to the construction, location, maintenance, or condition of said Water Line Repair and will promptly reimburse the County and all such subdivisions, boards, officers, and employees for any and all cost and expenses incurred by them or any of them in resisting any such claim or claims.
2. That if by reason of any change in the location, construction or grade of the public road upon which any portion of said Water Line Repair is constructed, or by reason of changing traffic conditions or otherwise, it shall become advisable in the opinion of the Board of County Commissioners that said _____ should be removed or relocated, the Applicant, upon receipt of written instructions from the Board of County Commissioners, will remove said Water Line Repair or change its location in such a manner as the Board of County Commissioners may approve, without expense to the County.
3. That said Water Line Repair will at all times be kept in good repair, free from leaks or breaks of any kind, which may injure the public road or inconvenience the traveling public.
4. That Chaves County Ordinance No. 44 (by reference) shall be incorporated in this agreement and that the Applicant shall fully comply with said Ordinance while performing any and all work associated with this permit.
5. That following completion of any and all work involved in the installation and maintenance of utilities along the public road, Applicant stipulates and agrees that the property shall be returned to its original condition or better.
6. That the approval of the proposed construction of said Water Line Repair as applied for and aforesaid shall not be construed as granting any title or easement to any property of the County of Chaves.
7. That if the Applicant should at any time fail to promptly and fully perform all of the obligations imposed upon him, the Board of County Commissioners may, at their option, cause the same to be fully carried out and performed, and the Applicant will promptly reimburse the Board of County Commissioners for all costs and expenses incident thereto.
8. That the Board of County Commissioners of Chaves County, or their designee or employee, shall have the right to inspect all work performed by Applicant in the installation and maintenance of the utility along the public road. Said right of inspection shall include the right to approve or disapprove of the work being performed, the authority to order that

all work involving the installation or maintenance of utilities along a public road ceases until such time as the Applicant shall bring the installation or maintenance into compliance with the reasonable request of the County, and shall further include the right to order additional work to be performed to return the property affected by the installation or maintenance of utilities to its original condition.

9. This agreement shall be binding upon any contractors, subcontractors, the successors and assigns of the Applicant.

10. The granting of approval of the proposed construction so applied for, either in accordance with said application or pursuant to any modification thereof which is accepted by the Applicant, shall constitute an acceptance of this agreement by the Board of County Commissioners, and order the same as a binding contract.

11. The Applicant proposes to commence the work applied for with this permit on or about 10.07.2021 and estimates the work to be fully completed in 9.09.2021 calendar days after commencement.

12. The authority to perform any work in any County street or road right-of-way shall terminate ninety (90) calendar days after the date of approval of this permit, unless a written request for extension of the termination date has been filed with and approved by the Chaves County Road Operations Director.

13. Witness whereof said Applicant has caused these presents to be executed by its duly authorized officers on this 14 day of oct, 2021.

(Please enclose plat)

BY: Mike Brumlow

TITLE: Service Manager

APPROVAL OF THIS PERMIT IS HEREBY GRANTED (OR DENIED) THIS 14 DAY OF oct, 2021.

RECOMMENDED FOR APPROVAL BY:

BOARD OF COUNTY COMMISSIONERS

Arlo G. C.
PROJECT SUPERVISOR

CHAIRMAN


APPROVED BY:

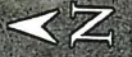
Jan. T. ... 10/14/21
ROAD OPERATIONS DIRECTOR

Untitled Map

Write a description for your map.

Legend

 644 Wrangler Rd



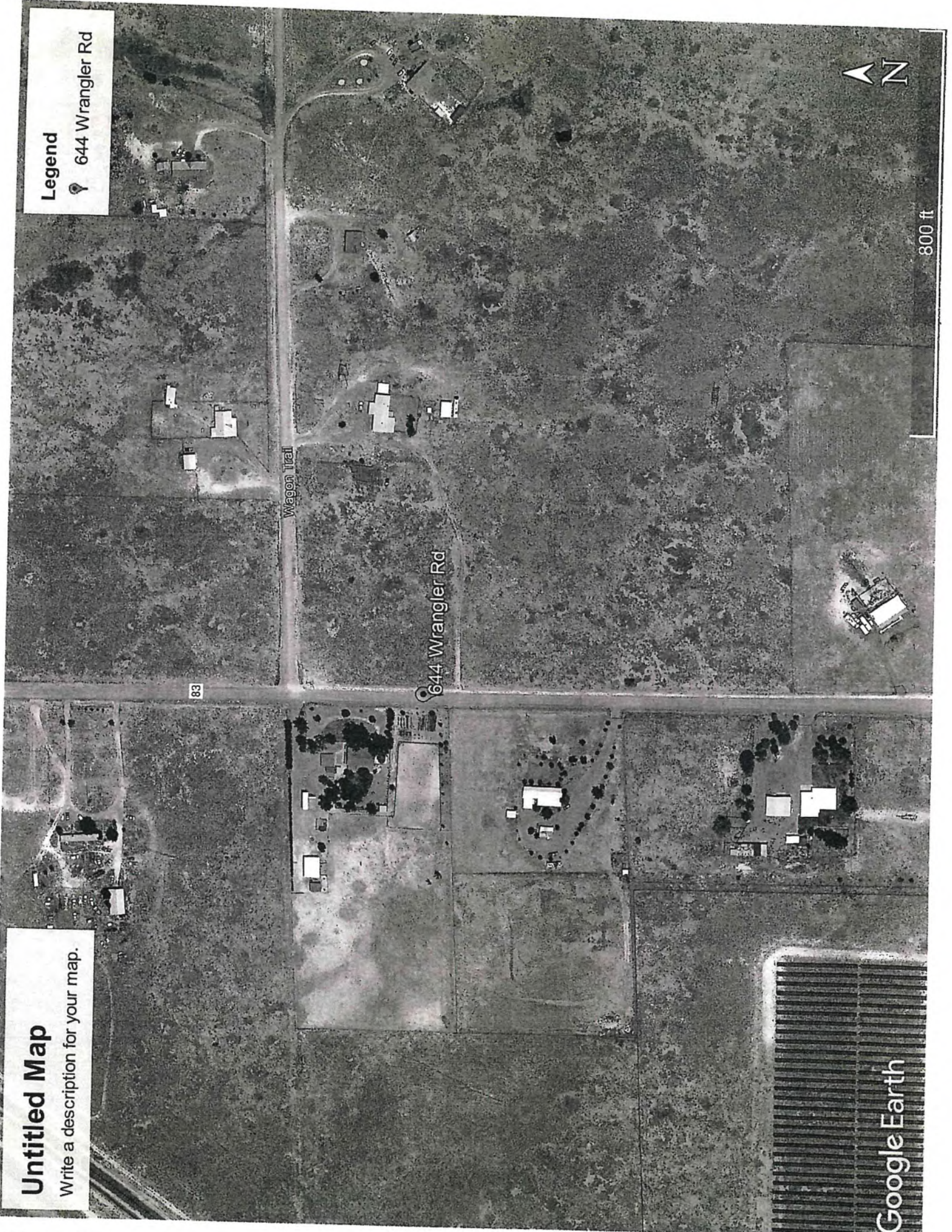
800 ft

Google Earth

83

Wagon Trail

 644 Wrangler Rd



Approval of Checks

Approval of Checks

Commission Meeting 18-Nov-21

STAFF SUMMARY REPORT

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

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	1-Oct-21	\$111,824.94
	7-Oct-21	\$422,827.84
	15-Oct-21	\$211,774.95
	22-Oct-21	\$120,683.99
	28-Oct-21	\$202,497.21
AP VOID:	1-Oct-21	-\$8,355.82
PAYROLL:	3-Oct-21 REGULAR	\$255,142.79
	FINAL	\$6,860.43
	17-Oct-21 REGULAR	\$284,505.08
	FINAL	\$1,310.38
	31-Oct-21 REGULAR	\$268,354.09
	FINAL	\$1,309.50
	FIRE	\$144.75

Grand Total Checks to be Approved: \$1,878,880.13

SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Cindy Mealand

TITLE: A/P Officer



Expense Approval Register

Packet: APPKT01851 - CHECK RUN/10/01/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BELL GAS INC.					
BELL GAS INC.	27554	10/01/2021	ACCT.#10693	402-6-653-223-000	19,812.09
Vendor BELL GAS INC. Total:					19,812.09
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2551611	10/01/2021	ACCT.#030-0069875-000	402-6-653-251-000	3,553.81
DEERE CREDIT, INC	2551612	10/01/2021	ACCT.#030-0069878-000	402-6-653-251-000	3,553.81
DEERE CREDIT, INC	2554431	10/01/2021	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2554432	10/01/2021	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2554433	10/01/2021	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2554434	10/01/2021	ACCT.#030-0065562-000	402-6-653-251-000	3,309.22
Vendor DEERE CREDIT, INC Total:					20,344.50
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9402562118	10/01/2021	INV.#9402560275/ACCT.#92	402-6-653-290-000	-11,576.75
ERGON ASPHALT EMULSION	9402562118	10/01/2021	ACCT.#926628	402-6-653-290-000	12,235.49
ERGON ASPHALT EMULSION	9402564196	10/01/2021	INV.#9402565090/ACCT.#92	402-6-653-290-000	-1,608.10
ERGON ASPHALT EMULSION	9402564196	10/01/2021	ACCT.#926628	402-6-653-290-000	11,431.33
ERGON ASPHALT EMULSION	9402565492	10/01/2021	INV.#9402565089/ACCT.#92	402-6-653-290-000	-12,235.49
ERGON ASPHALT EMULSION	9402565492	10/01/2021	ACCT.#926628	402-6-653-290-000	12,346.08
ERGON ASPHALT EMULSION	9402568241	10/01/2021	ACCT.#926628	402-6-653-290-000	11,295.31
ERGON ASPHALT EMULSION	9402569022	10/01/2021	ACCT.#926628	402-6-653-290-000	3,656.35
ERGON ASPHALT EMULSION	9402569023	10/01/2021	ACCT.#926628	402-6-653-290-000	2,374.26
Vendor ERGON ASPHALT EMULSIONS INC Total:					27,918.48
Vendor: J & J MARQUEZ RESIDENTIAL AND COMMERCIAL					
J & J MARQUEZ RESIDENTIAL	305	10/01/2021	LABOR AND MATERIAL	401-6-691-257-000	2,696.00
Vendor J & J MARQUEZ RESIDENTIAL AND COMMERCIAL Total:					2,696.00
Vendor: JIMMY LIVENGOOD					
JIMMY LIVENGOOD	100	10/01/2021	DEFENSIVE TACTICS TRAININ	401-6-642-224-000	2,500.00
Vendor JIMMY LIVENGOOD Total:					2,500.00
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	13-1	10/01/2021	ACCT.#3357431	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	19	10/01/2021	ACCT.#3356805	402-6-653-251-000	1,584.93
Vendor KANSAS STATE BANK OF MANHATTAN Total:					3,232.33
Vendor: LEGACY FUNERAL SERVICES OF NM					
LEGACY FUNERAL SERVICES	0298-204759	09/27/2021	PERMIT #4075	427-6-639-296-000	600.00
LEGACY FUNERAL SERVICES	0298-204770	09/27/2021	PERMIT #4077	427-6-639-296-000	600.00
Vendor LEGACY FUNERAL SERVICES OF NM Total:					1,200.00
Vendor: NALLEY CONTRUCTION					
NALLEY CONTRUCTION	2599	10/01/2021	LABOR & MATERIAL	401-6-699-257-000	1,279.50
Vendor NALLEY CONTRUCTION Total:					1,279.50
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022945	09/22/2021	ACCT.#075706312-0781188-	412-8-815-341-000	43.53
Vendor NEW MEXICO GAS COMPANY INC Total:					43.53
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	11685567-6	10/01/2021	ACCT.#7900011001689986	401-6-619-339-000	2,000.00
Vendor QUADIENT FINANCE USA, INC Total:					2,000.00
Vendor: RHS GIRLS SOCCER BOOSTERS					
RHS GIRLS SOCCER BOOSTER	CC022934	09/27/2021	KCCB SERVICES/09/25/21-09	631-8-872-260-000	400.00
Vendor RHS GIRLS SOCCER BOOSTERS Total:					400.00

Expense Approval Register

Packet: APPKT01851 - CHECK RUN/10/01/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROGER NORIEGA					
ROGER NORIEGA	3420	09/21/2021	INSTALL IRRIGATION VALVE	401-6-691-267-000	7,783.62
Vendor ROGER NORIEGA Total:					7,783.62
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	CC22-0004	10/01/2021	ANNUAL ALLOCATION/FY 21-	605-6-672-428-000	12,500.00
Vendor ROSWELL CHAVES COUNTY EDC Total:					12,500.00
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC022935	09/22/2021	ACCT.#54-0013077300-0	401-6-619-341-000	23.08
SOUTHWESTERN PUBLIC SER	CC022936	09/21/2021	ACCT.#54-0012497212-2	452-8-832-341-000	163.53
SOUTHWESTERN PUBLIC SER	CC022937	09/22/2021	ACCT.#54-3949442-7	401-6-645-341-000	1,282.76
SOUTHWESTERN PUBLIC SER	CC022937	09/22/2021	ACCT.#54-3949442-7	401-6-692-341-000	579.10
SOUTHWESTERN PUBLIC SER	CC022937	09/22/2021	ACCT.#54-3949442-7	401-6-692-341-000	6,555.22
SOUTHWESTERN PUBLIC SER	CC022938	09/15/2021	ACCT.#54-3943798-4	401-6-691-243-000	56.14
SOUTHWESTERN PUBLIC SER	CC022939	09/20/2021	ACCT.#54-3943772-4	401-6-691-243-000	41.18
SOUTHWESTERN PUBLIC SER	CC022940	09/15/2021	ACCT.#54-3943719-9	401-6-691-243-000	31.89
SOUTHWESTERN PUBLIC SER	CC022941	09/20/2021	ACCT.#54-0010784288-9	412-8-815-341-000	81.83
SOUTHWESTERN PUBLIC SER	CC022942	09/20/2021	ACCT.#54-3943703-1	401-6-691-243-000	17.11
SOUTHWESTERN PUBLIC SER	CC022943	09/20/2021	ACCT.#54-3943686-9	401-6-691-243-000	38.61
SOUTHWESTERN PUBLIC SER	CC022944	09/20/2021	ACCT.#54-8936266-1	412-8-815-341-000	76.04
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					8,946.49
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	30132338	10/01/2021	ACCT.#014-1392174-000	401-6-631-251-000	155.61
VISUAL EDGE, INC	30156978	09/24/2021	ACCT.#007-1663046-000	670-6-671-375-000	277.01
VISUAL EDGE, INC	30174480	09/27/2021	ACCT.#003-1344694-000	670-6-671-375-000	134.85
VISUAL EDGE, INC	30174483-1	09/27/2021	ACCT.#015-1458792-000	402-6-651-251-000	221.05
VISUAL EDGE, INC	30174483	09/27/2021	ACCT.#015-1458792-000	401-6-624-251-000	379.88
Vendor VISUAL EDGE, INC Total:					1,168.40
Grand Total:					111,824.94

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	25,419.70
402 - ROAD FUND	71,528.45
412 - SIERRA VOLUNTEER FIRE FND	201.40
427 - INDIGENT HOSPITAL CLAIMS	1,200.00
452 - FLOOD CONTROL	163.53
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
631 - OTHER GRANTS & CONTRACTS	400.00
670 - INTERNAL SERVICES	411.86
Grand Total:	111,824.94

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-339-000	POSTAGE/FREIGHT	2,000.00
401-6-619-341-000	UTILITIES	23.08
401-6-624-251-000	RENTALS	379.88
401-6-631-251-000	RENTALS	155.61
401-6-642-224-000	EMPLOYEE TRAINING	2,500.00
401-6-645-341-000	UTILITIES	1,282.76
401-6-691-243-000	HIGHWAY LIGHTS	184.93
401-6-691-257-000	FACILITY MAINT/REPAIR	2,696.00
401-6-691-267-000	CONTRACTUAL SERVICES	7,783.62
401-6-692-341-000	UTILITIES	7,134.32
401-6-699-257-000	FACILITY MAINTENANCE	1,279.50
402-6-651-251-000	RENTALS	221.05
402-6-653-223-000	VEHICLE FUELS	19,812.09
402-6-653-251-000	RENTALS	23,576.83
402-6-653-290-000	PAVING PROJECTS-COOP	27,918.48
412-8-815-341-000	UTILITIES	201.40
427-6-639-296-000	INDIGENT BURIAL	1,200.00
452-8-832-341-000	UTILITIES	163.53
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
631-8-872-260-000	PROFESSIONAL SERVICE	400.00
670-6-671-375-000	LEASE PURCHASE PAYME	411.86
Grand Total:	111,824.94	

Project Account Summary

Project Account Key	Expense Amount
None	111,824.94
Grand Total:	111,824.94

A handwritten signature in black ink is written over a rectangular stamp area. The stamp contains some illegible text, possibly a date or official title. The signature is large and stylized, covering most of the stamp's area.



Expense Approval Register

Packet: APPKT01860 - CHECK RUN/10/07/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADE INCORPORATED					
ADE INCORPORATED	56726	10/01/2021	ACCT.#NMCHAS	432-7-761-237-000	225.00
Vendor ADE INCORPORATED Total:					225.00
Vendor: ADVANCED CARE HOSPITAL OF SOUTHERN NM					
ADVANCED CARE HOSPITAL	CC022947	10/01/2021	ACCT.#78014-2	427-6-639-270-000	3,914.00
ADVANCED CARE HOSPITAL	CC022947	10/01/2021	ACCT. #78014-1	427-6-639-270-000	12,816.90
Vendor ADVANCED CARE HOSPITAL OF SOUTHERN NM Total:					16,730.90
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	FY 22-3 ASPEN	10/05/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	416.66
Vendor ASPEN OF NEW MEXICO Total:					416.66
Vendor: BELL GAS INC					
BELL GAS INC	307672	10/01/2021	ICE FOR ROAD CREW	402-6-653-230-000	76.50
Vendor BELL GAS INC Total:					76.50
Vendor: BREWER OIL CO					
BREWER OIL CO	12840376	10/01/2021	ACCT.#12290075	402-6-653-230-000	4,308.91
Vendor BREWER OIL CO Total:					4,308.91
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0006678	10/07/2021	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC022955	10/01/2021	ACCT.#10114001	410-8-816-341-000	345.80
CENTRAL VALLEY ELECTRIC C	CC022955	10/01/2021	ACCT.#23898800	410-8-816-341-000	20.36
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#12209501	401-6-691-243-000	420.86
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#12001802	401-6-691-243-000	44.31
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#10147201	401-6-691-243-000	32.83
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#23133100	410-8-816-341-000	113.61
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#6695501	414-8-819-341-000	71.93
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#12412501	437-6-659-341-000	43.32
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#24208300	437-6-659-341-000	40.42
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#24186400	437-6-659-341-000	51.33
CENTRAL VALLEY ELECTRIC C	CC022956	10/01/2021	ACCT.#22987100	437-6-659-341-000	46.04
CENTRAL VALLEY ELECTRIC C	CC022957	10/01/2021	ACCT.#12026501	411-8-814-341-000	64.54
CENTRAL VALLEY ELECTRIC C	CC022957	10/01/2021	ACCT.#12413201	411-8-814-341-000	52.24
CENTRAL VALLEY ELECTRIC C	CC022957	10/01/2021	ACCT.#12413101	411-8-814-341-000	11.34
CENTRAL VALLEY ELECTRIC C	CC022957	10/01/2021	ACCT.#12413301	411-8-814-341-000	10.18
Vendor CENTRAL VALLEY ELECTRIC COOP Total:					1,369.11
Vendor: CHAVES COUNTY CASA					
CHAVES COUNTY CASA	FY 22-3 CASA	10/05/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	600.00
CHAVES COUNTY CASA	FY 22-3 GS	10/06/2021	CONTINUUM GRANT/FY 21-2	631-8-885-267-000	1,155.00
CHAVES COUNTY CASA	FY 22-3 YA	10/06/2021	CONTINUUM GRANT/FY 21-2	631-8-885-267-000	4,710.00
Vendor CHAVES COUNTY CASA Total:					6,465.00
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8405339655	10/01/2021	ACCT.#10187763	402-6-653-230-000	227.61
Vendor CINTAS CORPORATION #2 Total:					227.61
Vendor: CONTINENTAL AUTOMATIC DOORS					
CONTINENTAL AUTOMATIC D	11347	10/01/2021	LABOR & MATERIAL	401-6-691-257-000	636.26
Vendor CONTINENTAL AUTOMATIC DOORS Total:					636.26
Vendor: COWBOY ELECTRIC					
COWBOY ELECTRIC	1561	10/04/2021	LABOR & MATERIAL	401-6-691-267-000	2,233.44
Vendor COWBOY ELECTRIC Total:					2,233.44

Expense Approval Register

Packet: APPKT01860 - CHECK RUN/10/07/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CUMBERLAND CO-OPERATIVE WATER					
CUMBERLAND CO-OPERATIV	CC022948	10/01/2021	ACCT.#G215	401-6-691-341-000	39.41
CUMBERLAND CO-OPERATIV	CC022949	10/01/2021	ACCT.#G105	410-8-816-341-000	55.72
CUMBERLAND CO-OPERATIV	CC022950	10/01/2021	ACCT.#B1085	408-8-812-340-000	31.01
Vendor CUMBERLAND CO-OPERATIVE WATER Total:					126.14
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2556615	10/01/2021	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45
DEERE CREDIT, INC	2556616	10/01/2021	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45
Vendor DEERE CREDIT, INC Total:					6,120.90
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	FY 22-3 DEX-TNT	10/05/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,000.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,000.00
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	FY 22-3 DT	10/04/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	3,250.00
Vendor DIANE F. TAYLOR Total:					3,250.00
Vendor: DIANNE MEDA					
DIANNE MEDA	FY 22-3 SCREEN-1	10/04/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,350.00
DIANNE MEDA	FY 22-3 SCREEN	10/04/2021	DWI DISTRIBUTION/FY 21-22	432-7-766-267-000	1,650.00
Vendor DIANNE MEDA Total:					3,000.00
Vendor: DOMINION VOTING SYSTEM INC.					
DOMINION VOTING SYSTEM	DVS141507	10/01/2021	CUSTOMER ID #USNMCHAVE	401-7-722-230-000	591.46
Vendor DOMINION VOTING SYSTEM INC Total:					591.46
Vendor: DONA ANA COUNTY					
DONA ANA COUNTY	S0089068	10/05/2021	HOUSING OF JUVENILES	401-6-645-268-000	23,865.00
Vendor DONA ANA COUNTY Total:					23,865.00
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9402574460	10/06/2021	ACCT.#926628	402-6-653-290-000	1,642.20
ERGON ASPHALT EMULSION	9402574461	10/06/2021	ACCT.#926628	402-6-653-290-000	1,666.70
Vendor ERGON ASPHALT EMULSIONS INC Total:					3,308.90
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	FY 22-3 FM	10/01/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,100.00
Vendor FRANK G. MAGOURILOS Total:					1,100.00
Vendor: GSD-ADMIN SERVICES DIVISION					
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	401-2-200-021-000	-5.35
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	401-2-200-021-000	1,437.02
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	402-2-200-021-000	375.97
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	427-2-200-021-000	17.31
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	431-2-200-021-000	5.40
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	432-2-200-021-000	46.47
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	435-2-200-021-000	27.97
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	437-2-200-021-000	13.15
GSD-ADMIN SERVICES DIVISI	GSD-085603-1	10/05/2021	CUSTOMER #C-C0004-75203	452-2-200-021-000	106.53
GSD-ADMIN SERVICES DIVISI	GSD-085603-2	10/05/2021	CUSTOMER #C-C0004-75203	401-2-200-007-000	143,341.85
GSD-ADMIN SERVICES DIVISI	GSD-085603-2	10/05/2021	CUSTOMER #C-C0004-75203	402-2-200-007-000	40,264.56
GSD-ADMIN SERVICES DIVISI	GSD-085603-2	10/05/2021	CUSTOMER #C-C0004-75203	427-2-200-007-000	1,746.20
GSD-ADMIN SERVICES DIVISI	GSD-085603-2	10/05/2021	CUSTOMER #C-C0004-75203	431-2-200-007-000	522.85
GSD-ADMIN SERVICES DIVISI	GSD-085603-2	10/05/2021	CUSTOMER #C-C0004-75203	432-2-200-007-000	4,137.14
GSD-ADMIN SERVICES DIVISI	GSD-085603-2	10/05/2021	CUSTOMER #C-C0004-75203	435-2-200-007-000	4,378.91
GSD-ADMIN SERVICES DIVISI	GSD-085603-2	10/05/2021	CUSTOMER #C-C0004-75203	452-2-200-007-000	9,948.95
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	401-2-200-005-000	1,132.45
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	402-2-200-005-000	376.73
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	427-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	431-2-200-005-000	5.09
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	432-2-200-005-000	33.75
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	435-2-200-005-000	23.87
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	437-2-200-005-000	1.37
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	452-2-200-005-000	-4.94

Expense Approval Register

Packet: APPKT01860 - CHECK RUN/10/07/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GSD-ADMIN SERVICES DIVISI	GSD-085603	10/05/2021	CUSTOMER #C-C0004-75203	452-2-200-005-000	112.50
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C0004-56105	401-2-200-005-000	1,434.57
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C0004-56105	402-2-200-005-000	319.55
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C0004-56105	427-2-200-005-000	184.04
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C0004-56105	431-2-200-005-000	5.09
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C004-56105	432-2-200-005-000	15.61
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C0004-56105	435-2-200-005-000	32.23
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C0004-56105	437-2-200-005-000	91.06
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C0004-56105	437-2-200-005-000	4.42
GSD-ADMIN SERVICES DIVISI	GSD-085739	10/05/2021	CUSTOMER #C-C0004-56105	452-2-200-005-000	-2.21
Vendor GSD-ADMIN SERVICES DIVISION Total:					210,152.61
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY 22-3 FAG-TNT	10/05/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	9390	10/01/2021	PERMIT #5749	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	9391	10/01/2021	PERMIT #5725	427-6-639-296-000	600.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					1,200.00
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	72587	10/01/2021	PROFESSIONAL SERVICES	427-6-638-260-000	1,350.00
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,350.00
Vendor: INDUSTRIAL WATER ENGINEERING, INC					
INDUSTRIAL WATER ENGINE	4146	10/01/2021	WATER TREATMENT/CHEMIC	401-6-691-267-000	1,255.94
INDUSTRIAL WATER ENGINE	4146	10/01/2021	WATER TREATMENT/CHEMCI	401-6-692-267-000	937.30
Vendor INDUSTRIAL WATER ENGINEERING, INC Total:					2,193.24
Vendor: ITS/QUEST INC					
ITS/QUEST INC	219279	10/01/2021	COMPANY #22289	402-6-653-104-000	629.66
Vendor ITS/QUEST INC Total:					629.66
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0006687	10/07/2021	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006688	10/07/2021	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006689	10/07/2021	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006690	10/07/2021	TONY SEDILLO	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006691	10/07/2021	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006692	10/07/2021	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006693	10/07/2021	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006694	10/07/2021	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006695	10/07/2021	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006696	10/07/2021	NICOLAS BERUMEN UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006697	10/07/2021	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006698	10/07/2021	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006699	10/07/2021	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006700	10/07/2021	Miguel Barrientos Union Due	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006701	10/07/2021	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006702	10/07/2021	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006703	10/07/2021	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006704	10/07/2021	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006705	10/07/2021	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006706	10/07/2021	CODY SMOTHERMON UNIO	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006707	10/07/2021	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006708	10/07/2021	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006709	10/07/2021	SAMUEL LUERAS UNION DUE	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					575.00
Vendor: KS STATE BANK					
KS STATE BANK	19-1	10/06/2021	ACCT.#3380675	635-6-682-375-000	13,634.11
Vendor KS STATE BANK Total:					13,634.11

Expense Approval Register

Packet: APPKT01860 - CHECK RUN/10/07/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: LA CASA DE BUENA SALUD					
LA CASA DE BUENA SALUD	CC022961	10/06/2021	UNDEER PAID ON 09/16/21	427-6-639-273-000	60.75
Vendor LA CASA DE BUENA SALUD Total:					60.75
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY 22-3 LA-TNT	10/04/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,000.00
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: MASTER CLEAN					
MASTER CLEAN	256580	10/05/2021	LABOR & MATERIAL	401-6-691-257-000	3,666.32
MASTER CLEAN	256581	10/05/2021	LABOR & MATERIAL	401-6-696-257-000	646.99
Vendor MASTER CLEAN Total:					4,313.31
Vendor: NALLEY CONTRUCTION					
NALLEY CONTRUCTION	2602	10/05/2021	LABOR & MATERIAL	401-6-696-257-000	1,516.51
Vendor NALLEY CONTRUCTION Total:					1,516.51
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022958	10/01/2021	ACCT.#076281612-0786941-	401-6-693-341-000	24.80
NEW MEXICO GAS COMPAN	CC022959	10/01/2021	ACCT.#076846512-1202378-	411-8-814-341-000	29.04
NEW MEXICO GAS COMPAN	CC022960	10/01/2021	ACCT.#075706312-1236482-	414-8-819-341-000	24.31
Vendor NEW MEXICO GAS COMPANY INC Total:					78.15
Vendor: NINJIO, LLC					
NINJIO, LLC	NAS-22584	10/02/2021	AGREEMENT/10/01/21-09/2	401-6-622-249-000	5,869.68
Vendor NINJIO, LLC Total:					5,869.68
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0006685	10/07/2021	NM RETIREE HEALTH CARE P	401-2-200-020-000	5,760.99
NM RETIREE HEALTH CARE A	INV0006685	10/07/2021	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,830.71
NM RETIREE HEALTH CARE A	INV0006685	10/07/2021	NM RETIREE HEALTH CARE P	427-2-200-020-000	116.94
NM RETIREE HEALTH CARE A	INV0006685	10/07/2021	NM RETIREE HEALTH CARE P	432-2-200-020-000	156.23
NM RETIREE HEALTH CARE A	INV0006685	10/07/2021	NM RETIREE HEALTH CARE P	435-2-200-020-000	169.15
NM RETIREE HEALTH CARE A	INV0006685	10/07/2021	NM RETIREE HEALTH CARE P	437-2-200-020-000	63.71
NM RETIREE HEALTH CARE A	INV0006685	10/07/2021	NM RETIREE HEALTH CARE P	452-2-200-020-000	492.61
NM RETIREE HEALTH CARE A	INV0006686	10/07/2021	NM Retiree HealthCare Law	401-2-200-020-000	2,665.61
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,255.95
Vendor: OCHOA TINT & STRIPE					
OCHOA TINT & STRIPE	34679	10/01/2021	LABOR	401-6-691-257-000	1,019.58
Vendor OCHOA TINT & STRIPE Total:					1,019.58
Vendor: REHABILITATION HOSPITAL OF SOUTHERN NM					
REHABILITATION HOSPITAL O	CC022946	10/01/2021	ACCT.#2528131-1	427-6-639-270-000	12,652.06
REHABILITATION HOSPITAL O	CC022946	10/01/2021	ACCT.#2528131-3	427-6-639-270-000	13,615.95
REHABILITATION HOSPITAL O	CC022946	10/01/2021	ACCT.#2528131-4	427-6-639-270-000	10,648.31
REHABILITATION HOSPITAL O	CC022946	10/01/2021	ACCT.#2528131-5	427-6-639-270-000	3,086.46
REHABILITATION HOSPITAL O	CC022946	10/01/2021	ACCT.#2528131-2	427-6-639-270-000	14,521.94
Vendor REHABILITATION HOSPITAL OF SOUTHERN NM Total:					54,524.72
Vendor: ROBERTS TRUCK CTR OF TEXAS					
ROBERTS TRUCK CTR OF TEX	X80103280401	10/01/2021	ACCT.#24324	402-6-653-221-000	5,865.65
ROBERTS TRUCK CTR OF TEX	X80103445601	10/01/2021	ACCT.#24324	402-6-653-221-000	324.75
ROBERTS TRUCK CTR OF TEX	X80103577701	10/05/2021	ACCT.#24324	402-6-653-221-000	5,712.61
ROBERTS TRUCK CTR OF TEX	X80202238601	10/05/2021	ACCT.#24324	402-6-653-221-000	1,331.65
ROBERTS TRUCK CTR OF TEX	X80202238601	10/05/2021	ACCT.#24324/INV #X801035	402-6-653-221-000	-324.75
Vendor ROBERTS TRUCK CTR OF TEXAS Total:					12,909.91
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	1222721	10/01/2021	ANNUAL ALLOCATION/FY 21-	401-6-672-426-000	4,791.67
Vendor ROSWELL CHAMBER OF COMMERCE Total:					4,791.67
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	FY 22-3 WT	10/06/2021	CONTINUUM GRANT/FY 21-2	631-8-885-267-000	2,970.00
Vendor ROSWELL W.F.L. Total:					2,970.00

Expense Approval Register

Packet: APPKT01860 - CHECK RUN/10/07/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SERENITY COUNSELING					
SERENITY COUNSELING	FY 22-3 SC	10/04/2021	DWI DISTRIBUTION/FY 21-22	432-7-762-267-000	4,375.00
Vendor SERENITY COUNSELING Total:					4,375.00
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC022953	10/01/2021	ACCT.#54-3943785-9	412-8-815-341-000	89.17
SOUTHWESTERN PUBLIC SER	CC022953	10/01/2021	ACCT.#54-3943782-6	412-8-815-341-000	133.52
SOUTHWESTERN PUBLIC SER	CC022954	10/01/2021	ACCT.#54-3943607-4	401-7-751-341-000	18.28
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					240.97
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	81863	10/01/2021	JANITORIAL SUPPLIES	401-6-691-230-000	3.91
STARR JANITORIAL INC.	81896	10/01/2021	JANITORIAL SUPPLIES	401-6-691-230-000	10.09
Vendor STARR JANITORIAL INC. Total:					14.00
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0006670	10/07/2021	000099447-COLLINS	402-2-200-018-000	180.89
STATE OF NEW MEXICO	INV0006671	10/07/2021	000285627-COLLINS	402-2-200-018-000	95.54
STATE OF NEW MEXICO	INV0006672	10/07/2021	000165474-COLLINS	402-2-200-018-000	25.38
STATE OF NEW MEXICO	INV0006673	10/07/2021	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0006675	10/07/2021	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0006676	10/07/2021	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0006679	10/07/2021	8954 MATTA	437-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0006681	10/07/2021	000469483-JUAREZ	401-2-200-018-000	228.92
Vendor STATE OF NEW MEXICO Total:					1,061.96
Vendor: SUPREME MAINTENANCE					
SUPREME MAINTENANCE	37666	10/01/2021	ACCT.#2061	401-6-691-267-000	2,711.57
SUPREME MAINTENANCE	37667	10/01/2021	ACCT.#2062	401-6-696-267-000	472.69
SUPREME MAINTENANCE	37668	10/01/2021	ACCT.#2063	401-6-693-267-000	1,951.68
SUPREME MAINTENANCE	37669	10/01/2021	ACCT.#2064	401-6-691-267-000	237.78
SUPREME MAINTENANCE	37670	10/01/2021	ACCT.#2065	401-6-694-267-000	309.26
Vendor SUPREME MAINTENANCE Total:					5,682.98
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0006674	10/07/2021	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0006677	10/07/2021	0013476687-SILVA	401-2-200-018-000	203.08
TEXAS CHILD SUPPORT SDU	INV0006680	10/07/2021	0009646845 MATTA,RAY	437-2-200-011-000	189.98
Vendor TEXAS CHILD SUPPORT SDU Total:					720.29
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY 22-3 RR	10/05/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	2,333.33
Vendor THE ROSWELL REFUGE Total:					2,333.33
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC022952	10/01/2021	ACCT.#1085	401-6-693-341-000	86.07
Vendor TOWN OF DEXTER Total:					86.07
Vendor: TRANSWORLD SYSTEMS, INC					
TRANSWORLD SYSTEMS, INC	INV0006710	10/07/2021	95003979-EDGV1	401-2-200-011-000	147.94
Vendor TRANSWORLD SYSTEMS, INC Total:					147.94
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	30174482	10/01/2021	ACCT.#016-1539865-000	650-6-684-251-000	307.40
Vendor VISUAL EDGE, INC Total:					307.40
Vendor: WEX BANK					
WEX BANK	74687667	10/01/2021	ACCT.#0496-00-237636-6	401-7-752-223-000	1,511.26
Vendor WEX BANK Total:					1,511.26
Grand Total:					422,827.84

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	212,797.03
402 - ROAD FUND	71,051.72
408 - EAST GRAND PLAINS VOLFIRE	31.01
410 - MIDWAY VOLUNTEER FIRE FND	535.49
411 - BERRENDO VOLUNTEER FIRE	167.34
412 - SIERRA VOLUNTEER FIRE FND	222.69
414 - CC FIRE DIST #8 VOL FIRE	96.24
427 - INDIGENT HOSPITAL CLAIMS	75,953.36
431 - PUBLIC SAFETY GRANT	538.43
432 - DWI GRANT FUNDS	22,689.19
435 - CORRECTION GRANTS	4,632.13
437 - ENVIRONMENTAL TAX	683.26
452 - FLOOD CONTROL	10,653.44
631 - OTHER GRANTS & CONTRACTS	8,835.00
635 - EMERGENCY/CAPITAL OUTLAY	13,634.11
650 - DETENTION CONSTRUCTION PJ	307.40
Grand Total:	422,827.84

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,567.02
401-2-200-007-000	MEDICAL INSURANCE PA	143,341.85
401-2-200-010-000	UNITED WAY PAYABLE	575.00
401-2-200-011-000	MISCELLANEOUS PAYABL	147.94
401-2-200-018-000	CHILD ENFORCEMENT P	1,402.00
401-2-200-020-000	RETIREE H/C PAYABLE	8,426.60
401-2-200-021-000	VISION CARE PAYABLE	1,431.67
401-6-622-249-000	EQUIP MAINT/AGREEME	5,869.68
401-6-645-268-000	CARE OF PRISONER SER	23,865.00
401-6-672-426-000	CHAMBER OF COMMER	4,791.67
401-6-691-230-000	SUPPLIES/TOOLS	14.00
401-6-691-243-000	HIGHWAY LIGHTS	498.00
401-6-691-257-000	FACILITY MAINT/REPAIR	5,322.16
401-6-691-267-000	CONTRACTUAL SERVICES	6,438.73
401-6-691-341-000	UTILITIES	39.41
401-6-692-267-000	CONTRACTUAL SERVICES	937.30
401-6-693-267-000	CONTRACTUAL SERVICES	1,951.68
401-6-693-341-000	UTILITIES	110.87
401-6-694-267-000	CONTRACTUAL SERVICES	309.26
401-6-696-257-000	FACILITY MAINT/REPAIR	2,163.50
401-6-696-267-000	CONTRACTUAL SERVICES	472.69
401-7-722-230-000	SUPPLIES/TOOLS	591.46
401-7-751-341-000	UTILITIES	18.28
401-7-752-223-000	VEHICLE FUELS	1,511.26
402-2-200-005-000	GROUP INSURANCE PAY	696.28
402-2-200-007-000	MEDICAL INSURANCE PA	40,264.56
402-2-200-018-000	CHILD ENFORCEMENT P	301.81
402-2-200-020-000	RETIREE H/C PAYABLE	1,830.71
402-2-200-021-000	VISION CARE PAYABLE	375.97
402-6-653-104-000	TEMPORARY SALARIES	629.66
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	12,909.91
402-6-653-230-000	SUPPLIES/TOOLS	4,613.02
402-6-653-251-000	RENTALS	6,120.90
402-6-653-290-000	PAVING PROJECTS-COOP	3,308.90
408-8-812-340-000	TELEPHONE	31.01
410-8-816-341-000	UTILITIES	535.49
411-8-814-341-000	UTILITIES	167.34
412-8-815-341-000	UTILITIES	222.69
414-8-819-341-000	UTILITIES	96.24

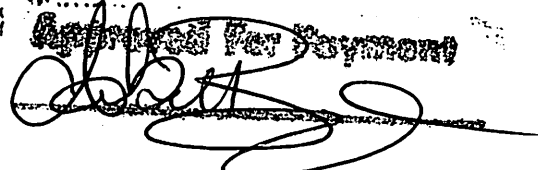
Account Summary

Account Number	Account Name	Expense Amount
427-2-200-005-000	GROUP INSURANCE PAY	206.54
427-2-200-007-000	MEDICAL INSURANCE PA	1,746.20
427-2-200-020-000	RETIREE H/C PAYABLE	116.94
427-2-200-021-000	VISION CARE PAYABLE	17.31
427-6-638-260-000	PROFESSIONAL SERVICE	1,350.00
427-6-639-270-000	PAYMENT OF HOSPITAL	71,255.62
427-6-639-273-000	HEALTH CLINIC CLAIMS	60.75
427-6-639-296-000	INDIGENT BURIAL	1,200.00
431-2-200-005-000	GROUP INSURANCE PAY	10.18
431-2-200-007-000	MEDICAL INSURANCE PA	522.85
431-2-200-021-000	VISION CARE PAYABLE	5.40
432-2-200-005-000	GROUP INSURANCE PAY	49.36
432-2-200-007-000	MEDICAL INS. PAYABLE	4,137.14
432-2-200-020-000	RETIREE H/C PAYABLE	156.23
432-2-200-021-000	VISION CARE PAYABLE	46.47
432-7-761-237-000	SUBSCRIPTIONS/PUBLIC	225.00
432-7-761-267-000	CONTRACTUAL SERVICES	12,049.99
432-7-762-267-000	CONTRACTUAL SERVICES	4,375.00
432-7-766-267-000	CONTRACTUAL SERVICES	1,650.00
435-2-200-005-000	GROUP INSURANCE PAY	56.10
435-2-200-007-000	MEDICAL INSURANCE PA	4,378.91
435-2-200-020-000	RETIREE H/C PAYABLE	169.15
435-2-200-021-000	VISION CARE PAYABLE	27.97
437-2-200-005-000	GROUP INSURANCE PAY	96.85
437-2-200-011-000	MISCELLANEOUS PAYABL	189.98
437-2-200-018-000	CHILD ENFORCEMENT P	138.46
437-2-200-020-000	RETIREE H/C PAYABLE	63.71
437-2-200-021-000	VISION CARE PAYABLE	13.15
437-6-659-341-000	UTILITIES	181.11
452-2-200-005-000	GROUP INSURANCE PAY	105.35
452-2-200-007-000	MEDICAL INSURANCE PA	9,948.95
452-2-200-020-000	RETIREE H/C PAYABLE	492.61
452-2-200-021-000	VISION CARE PAYABLE	106.53
631-8-885-267-000	OTHER CONTRACT SERVI	8,835.00
635-6-682-375-000	LEASE PURCHASES	13,634.11
650-6-684-251-000	RENTALS	307.40
	Grand Total:	422,827.84

Project Account Summary

Project Account Key	Expense Amount
None	422,827.84
Grand Total:	422,827.84

Approved For Payment





Expense Approval Register

Packet: APPKT01863 - CHECK RUN/10/15/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ARBORSCAPE TREE SERVICE LLC					
ARBORSCAPE TREE SERVICE	1203	10/12/2021	LABOR & MATERIAL	401-6-691-257-000	6,450.00
Vendor ARBORSCAPE TREE SERVICE LLC Total:					6,450.00
Vendor: B MELTEL, LLC					
B MELTEL, LLC	004686	10/01/2021	SITE #428673/CAPITAN TOW	401-7-751-251-000	566.50
Vendor B MELTEL, LLC Total:					566.50
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC022969	10/01/2021	ACCT.#J1720000	402-6-651-341-000	53.48
Vendor BERRENDO CO-OP WATER USERS Total:					53.48
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	31508044	10/02/2021	ACCT.#2476550	452-8-832-375-000	9,419.95
Vendor CATERPILLAR FINANCIAL SERVICES Total:					9,419.95
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC022978	10/08/2021	WATER METER/WALKING TR	401-6-691-341-000	2,635.52
Vendor CITY OF ROSWELL Total:					2,635.52
Vendor: CODE 3 SERVICE					
CODE 3 SERVICE	211100	10/13/2021	COUNTY WIDE RADIO PROJE	635-6-682-371-300	97,097.50
Vendor CODE 3 SERVICE Total:					97,097.50
Vendor: CURRY COUNTY ADMINISTRATION					
CURRY COUNTY ADMINISTRA	CC022976	10/01/2021	BOOKING #2000003652	650-6-684-268-000	1,700.00
Vendor CURRY COUNTY ADMINISTRATION Total:					1,700.00
Vendor: ELECTRIC ESSENTIALS					
ELECTRIC ESSENTIALS	683466	10/06/2021	LABOR & MATERIAL	401-6-696-257-000	1,833.16
Vendor ELECTRIC ESSENTIALS Total:					1,833.16
Vendor: ELIOR INC					
ELIOR INC	INV2000124391	10/06/2021	ACCT.#C1921000	650-6-684-264-000	45,865.03
Vendor ELIOR INC Total:					45,865.03
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	9378	10/13/2021	PERMIT #5760	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	9410	10/13/2021	PERMIT #14052	427-6-639-296-000	600.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					1,200.00
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	1-2	10/13/2021	ACCT.#3359234	402-6-653-251-000	2,670.85
Vendor KANSAS STATE BANK OF MANHATTAN Total:					2,670.85
Vendor: LEA COUNTY					
LEA COUNTY	CC022977	10/01/2021	ARREST #37258,41430	650-6-684-268-000	3,900.00
LEA COUNTY	J09-2021	10/01/2021	ARREST #3308,3312,3313,33	401-6-645-268-000	21,000.00
Vendor LEA COUNTY Total:					24,900.00
Vendor: LEGACY FUNERAL SERVICES OF NM					
LEGACY FUNERAL SERVICES	0298-204764	10/07/2021	PERMIT #014988	427-6-639-296-000	600.00
Vendor LEGACY FUNERAL SERVICES OF NM Total:					600.00
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC022962	10/06/2021	PEST CONTROL SERVICE	452-8-832-267-000	43.13
Vendor MIRANDA PEST CONTROL Total:					43.13
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022975	10/01/2021	ACCT.#076424512-0788370-	401-6-645-341-000	22.60
NEW MEXICO GAS COMPAN	CC022975	10/01/2021	ACCT.#076424512-0788370-	401-6-692-341-000	10.20
NEW MEXICO GAS COMPAN	CC022975	10/01/2021	ACCT.#076424512-0788370-	401-6-692-341-000	115.48
Vendor NEW MEXICO GAS COMPANY INC Total:					148.28



Chaves County, NM

Expense Approval Register

Packet: APPKT01867 - CDBG/10/15/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ASA ARCHITECTS					
ASA ARCHITECTS	15	10/01/2021	PROJECT #18-C-NR-I-01-G-18	645-6-692-447-608	1,435.23
				Vendor ASA ARCHITECTS Total:	<u>1,435.23</u>
				Grand Total:	<u><u>1,435.23</u></u>



Expense Approval Register

Packet: APPKT01876 - CHECK RUN/10/22/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0006724	10/21/2021	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
Vendor ALTON'S POWER BLOCK GYM INC Total:					26.95
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	1150	10/01/2021	ASL CONSULTING/ENDANGE	401-6-619-260-000	1,500.00
Vendor AMERICAN STEWARDS OF LIBERTY Total:					1,500.00
Vendor: BELL GAS INC.					
BELL GAS INC.	27813	10/12/2021	ACCT.#10693	402-6-653-223-000	24,085.30
BELL GAS INC.	27840	10/12/2021	ACCT.#10693	402-6-653-223-000	16,028.73
BELL GAS INC.	27848	10/04/2021	ACCT.#110020	452-8-832-223-000	2,200.19
BELL GAS INC.	27917	10/14/2021	ACCT.#11020	452-8-832-223-000	2,366.38
Vendor BELL GAS INC. Total:					44,680.60
Vendor: BELL GAS INC					
BELL GAS INC	307864	10/19/2021	ICE FOR ROAD CREW	452-8-832-230-000	39.25
Vendor BELL GAS INC Total:					39.25
Vendor: BERNALILLO COUNTY					
BERNALILLO COUNTY	69238	10/04/2021	ACCT.#2440000036	401-6-645-268-000	7,650.00
Vendor BERNALILLO COUNTY Total:					7,650.00
Vendor: BRANDON HEBERT					
BRANDON HEBERT	12290	10/01/2021	RENTAL AND SERVICE	402-6-653-251-000	269.58
BRANDON HEBERT	12397	10/01/2021	RENTAL AND SERVICE	402-6-653-251-000	269.58
Vendor BRANDON HEBERT Total:					539.16
Vendor: BROWN BROTHERS RANCH					
BROWN BROTHERS RANCH	1906	10/19/2021	ENGINEERING FILL FOR DIVE	452-8-821-376-000	5,374.00
Vendor BROWN BROTHERS RANCH Total:					5,374.00
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0006734	10/21/2021	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CIRCLE F ENTERPRISES,LLC					
CIRCLE F ENTERPRISES,LLC	101421	10/14/2021	LABOR & MATERIAL	401-6-696-257-000	1,528.54
Vendor CIRCLE F ENTERPRISES,LLC Total:					1,528.54
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC023006	10/01/2021	ACCT.#44	437-6-659-242-000	12,424.69
Vendor CITY OF ROSWELL Total:					12,424.69
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0006737	10/21/2021	COLONIAL LIFE PAYABLE	401-2-200-016-000	2,554.66
COLONIAL LIFE & ACCIDENT	INV0006737	10/21/2021	COLONIAL LIFE PAYABLE	402-2-200-016-000	585.83
COLONIAL LIFE & ACCIDENT	INV0006737	10/21/2021	COLONIAL LIFE PAYABLE	427-2-200-016-000	88.00
COLONIAL LIFE & ACCIDENT	INV0006737	10/21/2021	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0006737	10/21/2021	COLONIAL LIFE PAYABLE	437-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0006737	10/21/2021	COLONIAL LIFE PAYABLE	452-2-200-016-000	167.41
Vendor COLONIAL LIFE & ACCIDENT CO Total:					3,482.51
Vendor: DANNY RICE					
DANNY RICE	CC022983	10/19/2021	SCHOOL BOARD ELECTIONS	401-7-722-104-000	45.00
Vendor DANNY RICE Total:					45.00
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2560810	10/09/2021	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72
DEERE CREDIT, INC	2564189	10/18/2021	ACCT.#030-0069875-000	402-6-653-251-000	3,553.81
DEERE CREDIT, INC	2564190	10/18/2021	ACCT.#030-0069878-000	402-6-653-251-000	3,553.81
Vendor DEERE CREDIT, INC Total:					10,343.34

Expense Approval Register

Packet: APPKT01876 - CHECK RUN/10/22/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: HOLCOMB LAW OFFICE					
HOLCOMB LAW OFFICE	3271	10/05/2021	PROFESSIONAL SERVICES	401-6-611-260-000	2,059.15
Vendor HOLCOMB LAW OFFICE Total:					2,059.15
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	72615	10/12/2021	SOFTWARE INSTALLATION	427-6-638-260-000	1,601.94
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,601.94
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0006745	10/21/2021	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006746	10/21/2021	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006747	10/21/2021	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006748	10/21/2021	TONY SEDILLO	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006749	10/21/2021	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006750	10/21/2021	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006751	10/21/2021	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006752	10/21/2021	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006753	10/21/2021	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006754	10/21/2021	NICOLAS BERUMEN UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006755	10/21/2021	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006756	10/21/2021	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006757	10/21/2021	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006758	10/21/2021	Miguel Barrientos Union Due	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006759	10/21/2021	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006760	10/21/2021	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006761	10/21/2021	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006762	10/21/2021	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006763	10/21/2021	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006764	10/21/2021	CODY SMOTHERMON UNIO	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006765	10/21/2021	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006766	10/21/2021	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006767	10/21/2021	SAMUEL LUERAS UNION DUE	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					575.00
Vendor: JEREMY DAUBERT					
JEREMY DAUBERT	CC022984	10/19/2021	SCHOOL BOARD ELECTIONS	401-7-722-104-000	45.00
Vendor JEREMY DAUBERT Total:					45.00
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	6987	10/13/2021	LABOR & MATERIAL	401-6-696-257-000	749.17
Vendor JOHNSON SEPTIC TANK CO. Total:					749.17
Vendor: NEW MEXICO COUNTY INSURANCE AUTHORITY					
NEW MEXICO COUNTY INSU	ML001321	10/01/2021	CUSTOMER ID #3	401-7-752-319-000	601.75
Vendor NEW MEXICO COUNTY INSURANCE AUTHORITY Total:					601.75
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022986	10/13/2021	ACCT.#115435453-0797988-	401-6-699-341-000	26.74
NEW MEXICO GAS COMPAN	CC022987	10/08/2021	ACCT.#076846512-0792590-	411-8-814-341-000	46.01
NEW MEXICO GAS COMPAN	CC022988	10/08/2021	ACCT.#077058012-0794705-	410-8-816-341-000	59.86
NEW MEXICO GAS COMPAN	CC022989	10/08/2021	ACCT.#077227312-1237385-	408-8-812-341-000	42.08
NEW MEXICO GAS COMPAN	CC022989	10/08/2021	ACCT.#077227312-0796398-	408-8-812-341-000	61.56
NEW MEXICO GAS COMPAN	CC022990	10/14/2021	ACCT.#077702112-0801146-	402-6-651-341-000	85.37
NEW MEXICO GAS COMPAN	CC022991	10/14/2021	ACCT.#077726812-0801393-	412-8-815-341-000	26.62
NEW MEXICO GAS COMPAN	CC022992	10/08/2021	ACCT.#077937001-0803495-	411-8-814-341-000	26.74
NEW MEXICO GAS COMPAN	CC022993	10/13/2021	ACCT.#077991703-0797981-	401-6-691-341-000	30.94
NEW MEXICO GAS COMPAN	CC022994	10/13/2021	ACCT.#077991703-0797983-	401-6-691-341-000	26.74
NEW MEXICO GAS COMPAN	CC022995	10/13/2021	ACCT.#077991703-0804041-	401-6-691-341-000	26.74
NEW MEXICO GAS COMPAN	CC022996	10/14/2021	ACCT.#078156501-0805690-	650-6-684-341-000	1,718.98
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-612-341-000	5.52
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-613-341-000	3.67
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-616-341-000	3.67
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-621-341-000	3.67
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-621-341-000	5.50

Expense Approval Register

Packet: APPKT01876 - CHECK RUN/10/22/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-622-341-000	13.94
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-624-341-000	16.85
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-625-341-000	3.67
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-631-341-000	7.60
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-6-632-341-000	4.92
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-7-721-341-000	52.18
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-7-731-341-000	30.94
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-7-741-341-000	22.40
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	401-7-751-341-000	71.26
NEW MEXICO GAS COMPAN	CC022997	10/13/2021	ACCT.#115435453-1201470-	427-6-638-341-000	7.63
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-612-341-000	0.58
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-613-341-000	0.39
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-616-341-000	0.39
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-621-341-000	0.58
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-621-341-000	0.39
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-622-341-000	1.47
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-624-341-000	1.78
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-625-341-000	0.39
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-631-341-000	0.80
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-6-632-341-000	0.52
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACC.T#115435453-1203867-	401-7-721-341-000	5.51
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-7-731-341-000	3.26
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-7-741-341-000	2.36
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	401-7-751-341-000	7.52
NEW MEXICO GAS COMPAN	CC022998	10/13/2021	ACCT.#115435453-1203867-	427-6-638-341-000	0.80
Vendor NEW MEXICO GAS COMPANY INC Total:					2,458.54
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0006741	10/21/2021	NEW YORK LIFE	401-2-200-015-000	394.20
NEW YORK LIFE INSURANCE	INV0006741	10/21/2021	NEW YORK LIFE	402-2-200-015-000	140.00
NEW YORK LIFE INSURANCE	INV0006741	10/21/2021	NEW YORK LIFE	452-2-200-015-000	60.00
Vendor NEW YORK LIFE INSURANCE Total:					594.20
Vendor: NM DWI COORD AFFILIATE					
NM DWI COORD AFFILIATE	CHAVEZ21-22	10/19/2021	DWI COORDINATORS MEMB	432-7-761-253-000	150.00
Vendor NM DWI COORD AFFILIATE Total:					150.00
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0006743	10/21/2021	NM RETIREE HEALTH CARE P	401-2-200-020-000	5,878.68
NM RETIREE HEALTH CARE A	INV0006743	10/21/2021	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,830.72
NM RETIREE HEALTH CARE A	INV0006743	10/21/2021	NM RETIREE HEALTH CARE P	427-2-200-020-000	116.94
NM RETIREE HEALTH CARE A	INV0006743	10/21/2021	NM RETIREE HEALTH CARE P	432-2-200-020-000	156.23
NM RETIREE HEALTH CARE A	INV0006743	10/21/2021	NM RETIREE HEALTH CARE P	435-2-200-020-000	169.04
NM RETIREE HEALTH CARE A	INV0006743	10/21/2021	NM RETIREE HEALTH CARE P	437-2-200-020-000	63.71
NM RETIREE HEALTH CARE A	INV0006743	10/21/2021	NM RETIREE HEALTH CARE P	452-2-200-020-000	492.61
NM RETIREE HEALTH CARE A	INV0006744	10/21/2021	NM Retiree HealthCare Law	401-2-200-020-000	2,759.71
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,467.64
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0006722	10/21/2021	LEGAL SHIELD PAYABLE	401-2-200-022-000	113.60
PRE-PAID LEGAL SERVICES IN	INV0006722	10/21/2021	LEGAL SHIELD PAYABLE	402-2-200-022-000	144.50
Vendor PRE-PAID LEGAL SERVICES INC Total:					258.10
Vendor: QWEST CORPORATION					
QWEST CORPORATION	CC022985	10/13/2021	ACCT.#575-347-2145-084B	410-8-816-340-000	64.73
Vendor QWEST CORPORATION Total:					64.73
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORP	CC023002	10/18/2021	ACCT.#V023625155	427-6-639-270-000	14.38
ROSWELL HOSPITAL CORP	CC023003	10/01/2021	ACCT.#V023601735	427-6-639-270-000	820.70
ROSWELL HOSPITAL CORP	CC023004	10/18/2021	ACCT.#V023638943	427-6-639-270-000	55.73
Vendor ROSWELL HOSPITAL CORPORATION Total:					890.81
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	209014	10/11/2021	TRANSPORT/M. VILLAGRANA	650-6-684-228-000	2,494.09

Expense Approval Register

Packet: APPKT01876 - CHECK RUN/10/22/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SECURITY TRANSPORT SERVI	209070	10/11/2021	TRANSPORT/R. DONALDSON	650-6-684-228-000	2,128.72
Vendor SECURITY TRANSPORT SERVICES INC Total:					4,622.81
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC022999	10/14/2021	ACCT.#54-1797003-1	401-6-691-243-000	177.44
SOUTHWESTERN PUBLIC SER	CC023000	10/12/2021	ACCT.#54-3949465-4	402-6-651-341-000	1,124.44
SOUTHWESTERN PUBLIC SER	CC023001	10/15/2021	ACCT.#54-7497040-6	408-8-812-341-000	121.18
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					1,423.06
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	82104	10/12/2021	JANITORIAL SUPPLIES	650-6-684-230-000	210.70
Vendor STARR JANITORIAL INC. Total:					210.70
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0006725	10/21/2021	000099447-COLLINS	402-2-200-018-000	180.89
STATE OF NEW MEXICO	INV0006726	10/21/2021	000285627-COLLINS	402-2-200-018-000	95.54
STATE OF NEW MEXICO	INV0006727	10/21/2021	000165474-COLLINS	402-2-200-018-000	25.38
STATE OF NEW MEXICO	INV0006728	10/21/2021	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0006730	10/21/2021	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0006731	10/21/2021	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0006733	10/21/2021	000352573-NIEC	401-2-200-018-000	188.93
STATE OF NEW MEXICO	INV0006735	10/21/2021	8954 MATTA	437-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0006738	10/21/2021	000469483-JUAREZ	401-2-200-018-000	228.92
Vendor STATE OF NEW MEXICO Total:					1,250.89
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0006729	10/21/2021	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0006732	10/21/2021	0013476687-SILVA	401-2-200-018-000	203.08
TEXAS CHILD SUPPORT SDU	INV0006736	10/21/2021	0009646845 MATTA,RAY	437-2-200-011-000	189.98
Vendor TEXAS CHILD SUPPORT SDU Total:					720.29
Vendor: TRANSWORLD SYSTEMS, INC					
TRANSWORLD SYSTEMS, INC	INV0006768	10/21/2021	95003979-EDGV1	401-2-200-011-000	147.94
Vendor TRANSWORLD SYSTEMS, INC Total:					147.94
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0006721	10/21/2021	UNITED WAY PAYABLE	401-2-200-010-000	89.22
UNITED WAY OF CHAVES CO	INV0006721	10/21/2021	UNITED WAY PAYABLE	402-2-200-010-000	25.00
UNITED WAY OF CHAVES CO	INV0006721	10/21/2021	UNITED WAY PAYABLE	435-2-200-010-000	1.00
UNITED WAY OF CHAVES CO	INV0006721	10/21/2021	UNITED WAY PAYABLE	452-2-200-010-000	15.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					130.22
Vendor: VERIZON CONNECT NWF INC.					
VERIZON CONNECT NWF INC	OSV000002575267	10/01/2021	CUSTOMER ID #CHAV004	401-6-619-267-000	1,133.30
Vendor VERIZON CONNECT NWF INC. Total:					1,133.30
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	30245326	10/07/2021	ACCT.#015-1458791-000	620-7-725-251-000	190.85
VISUAL EDGE, INC	30317902	10/20/2021	ACCT.#016-1560570-000	452-8-832-251-000	267.70
Vendor VISUAL EDGE, INC Total:					458.55
Vendor: WESLEY H. DANIEL					
WESLEY H. DANIEL	957468	10/15/2021	LABOR & MATERIAL	401-6-691-257-000	1,186.16
Vendor WESLEY H. DANIEL Total:					1,186.16
Grand Total:					120,683.99

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	31,162.34
402 - ROAD FUND	55,261.15
408 - EAST GRAND PLAINS VOLFIRE	224.82
410 - MIDWAY VOLUNTEER FIRE FND	124.59
411 - BERRENDO VOLUNTEER FIRE	72.75
412 - SIERRA VOLUNTEER FIRE FND	26.62
427 - INDIGENT HOSPITAL CLAIMS	2,706.12
432 - DWI GRANT FUNDS	367.63
435 - CORRECTION GRANTS	170.04
437 - ENVIRONMENTAL TAX	12,842.05
452 - FLOOD CONTROL	10,982.54
620 - CLERK RECORDING & FILING	190.85
650 - DETENTION CONSTRUCTION PJ	6,552.49
Grand Total:	120,683.99

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	664.22
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	2,554.66
401-2-200-018-000	CHILD ENFORCEMENT P	1,590.93
401-2-200-020-000	RETIREE H/C PAYABLE	8,638.39
401-2-200-022-000	PRE-PAID LEGAL PAYABL	113.60
401-6-611-260-000	PROFESSIONAL SERVICE	2,059.15
401-6-612-341-000	UTILITIES	6.10
401-6-613-341-000	UTILITIES	4.06
401-6-616-341-000	UTILITIES	4.06
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-267-000	CONTRACTUAL SERVICES	1,133.30
401-6-621-341-000	UTILITIES	10.14
401-6-622-341-000	UTILITIES	15.41
401-6-624-341-000	UTILITIES	18.63
401-6-625-341-000	UTILITIES	4.06
401-6-631-341-000	UTILITIES	8.40
401-6-632-341-000	UTILITIES	5.44
401-6-645-268-000	CARE OF PRISONER SER	7,650.00
401-6-691-243-000	HIGHWAY LIGHTS	177.44
401-6-691-257-000	FACILITY MAINT/REPAIR	1,186.16
401-6-691-341-000	UTILITIES	84.42
401-6-696-257-000	FACILITY MAINT/REPAIR	2,277.71
401-6-699-341-000	UTILITIES	26.74
401-7-721-341-000	UTILITIES	57.69
401-7-722-104-000	TEMPORARY SALARIES	90.00
401-7-731-341-000	UTILITIES	34.20
401-7-741-341-000	UTILITIES	24.76
401-7-751-341-000	UTILITIES	78.78
401-7-752-319-000	OTHER INSURANCE	601.75
402-2-200-010-000	UNITED WAY PAYABLE	25.00
402-2-200-015-000	NEW YORK LIFE INSURA	140.00
402-2-200-016-000	GLOBE LIFE PAYABLE	585.83
402-2-200-018-000	CHILD ENFORCEMENT P	301.81
402-2-200-020-000	RETIREE H/C PAYABLE	1,830.72
402-2-200-022-000	PRE-PAID LEGAL PAYABL	144.50
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	1,209.81
402-6-653-223-000	VEHICLE FUELS	40,114.03
402-6-653-251-000	RENTALS	10,882.50
408-8-812-341-000	UTILITIES	224.82

Account Summary

Account Number	Account Name	Expense Amount
410-8-816-340-000	TELEPHONE	64.73
410-8-816-341-000	UTILITIES	59.86
411-8-814-341-000	UTILITIES	72.75
412-8-815-341-000	UTILITIES	26.62
427-2-200-016-000	GLOBE LIFE PAYABLE	88.00
427-2-200-020-000	RETIREE H/C PAYABLE	116.94
427-6-638-260-000	PROFESSIONAL SERVICE	1,601.94
427-6-638-341-000	UTILITIES	8.43
427-6-639-270-000	PAYMENT OF HOSPITAL	890.81
432-2-200-016-000	GLOBE LIFE PAYABLE	61.40
432-2-200-020-000	RETIREE H/C PAYABLE	156.23
432-7-761-253-000	DUES & OTHER FEES	150.00
435-2-200-010-000	UNITED WAY PAYABLE	1.00
435-2-200-020-000	RETIREE H/C PAYABLE	169.04
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	63.71
437-6-659-242-000	LANDFILL EXPENSES	12,424.69
452-2-200-010-000	UNITED WAY PAYABLE	15.00
452-2-200-015-000	NEW YORK LIFE INSURA	60.00
452-2-200-016-000	GLOBE LIFE PAYABLE	167.41
452-2-200-020-000	RETIREE H/C PAYABLE	492.61
452-8-821-376-000	BUILDINGS & CONSTRU	5,374.00
452-8-832-223-000	VEHICLE FUELS	4,566.57
452-8-832-230-000	SUPPLIES/TOOLS	39.25
452-8-832-251-000	RENTALS	267.70
620-7-725-251-000	RENTALS	190.85
650-6-684-228-000	TRANSPORT PRISONERS	4,622.81
650-6-684-230-000	SUPPLIES/TOOLS	210.70
650-6-684-341-000	UTILITIES	1,718.98
	Grand Total:	120,683.99

Project Account Summary

Project Account Key	Expense Amount
None	120,683.99
Grand Total:	120,683.99

Approved For Payment
Ricardo Serrano



Expense Approval Register

Packet: APPKT01880 - CHECK RUN/10/28/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADVANTAGE ARCHIVES, LLC					
ADVANTAGE ARCHIVES, LLC	34119	10/10/2021	ANNUAL MICROFILM SUBSC	401-7-721-267-000	3,150.00
Vendor ADVANTAGE ARCHIVES, LLC Total:					3,150.00
Vendor: BACA'S FUNERAL CHAPELS					
BACA'S FUNERAL CHAPELS	CC023013	10/25/2021	PERMIT #5267	427-6-639-296-000	649.88
Vendor BACA'S FUNERAL CHAPELS Total:					649.88
Vendor: BELL GAS INC.					
BELL GAS INC.	270661	10/11/2021	ACCT.#070065	402-6-653-223-000	4,312.80
BELL GAS INC.	27668	10/01/2021	BULK FUEL	452-8-832-223-000	3,602.18
Vendor BELL GAS INC. Total:					7,914.98
Vendor: BELL GAS INC					
BELL GAS INC	303706	10/01/2021	INV.#307372/ACCT.#460786	402-6-653-230-000	-9.80
BELL GAS INC	303706	10/01/2021	ACCT.#460786	402-6-653-230-000	26.96
Vendor BELL GAS INC Total:					17.16
Vendor: BREWER OIL CO					
BREWER OIL CO	12873366	10/18/2021	ACCT.#12290075	402-6-653-230-000	742.50
BREWER OIL CO	12888610	10/26/2021	ACCT.#12290075	402-6-653-230-000	59.63
Vendor BREWER OIL CO Total:					802.13
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8405375279	10/22/2021	ACCT.#10187763	402-6-653-230-000	105.78
Vendor CINTAS CORPORATION #2 Total:					105.78
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC023017	10/01/2021	ACCT.#137415-52228	452-8-832-341-000	40.90
CITY OF ROSWELL	CC023030	10/05/2021	ACCT.#137417-52230	402-6-653-291-000	191.66
CITY OF ROSWELL	CC023031	10/05/2021	ACCT.#137417-52234	402-6-653-291-000	275.33
Vendor CITY OF ROSWELL Total:					507.89
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC023033	10/25/2021	ANNUAL ALLOCATION/FY 21-	635-6-671-401-000	12,266.41
Vendor CITY OF ROSWELL Total:					12,266.41
Vendor: COLLINS TREE SERVICE, LLC					
COLLINS TREE SERVICE, LLC	5033	10/26/2021	LABOR & MATERIAL	401-6-692-267-000	17,576.83
Vendor COLLINS TREE SERVICE, LLC Total:					17,576.83
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	CC023014	10/15/2021	PAYROLL DEDUCTION	401-2-200-016-000	2,584.50
COLONIAL LIFE & ACCIDENT	CC023014	10/15/2021	PAYROLL DEDUCTION	402-2-200-016-000	633.97
COLONIAL LIFE & ACCIDENT	CC023014	10/15/2021	PAYROLL DEDUCTION	427-2-200-016-000	88.00
COLONIAL LIFE & ACCIDENT	CC023014	10/15/2021	PAYROLL DEDUCTION	452-2-200-016-000	144.48
Vendor COLONIAL LIFE & ACCIDENT CO Total:					3,450.95
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	130408	10/06/2021	ACCT.#11390	402-6-653-291-000	7,198.45
CONSTRUCTORS INC	130409	10/06/2021	ACCT.#11390	402-6-653-291-000	2,949.01
CONSTRUCTORS INC	130410	10/06/2021	ACCT.#11390	402-6-653-291-000	4,079.16
CONSTRUCTORS INC	130411	10/06/2021	ACCT.#11390	402-6-653-291-000	5,535.90
Vendor CONSTRUCTORS INC Total:					19,762.52
Vendor: DEERE CREDIT INC					
DEERE CREDIT INC	VERSION 2	10/28/2021	APPLICATION #13526674	402-6-653-251-000	3,701.15
Vendor DEERE CREDIT INC Total:					3,701.15
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2566970	10/25/2021	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2566971	10/25/2021	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22

Expense Approval Register

Packet: APPKT01880 - CHECK RUN/10/28/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DEERE CREDIT, INC	2566972	10/25/2021	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2566973	10/25/2021	ACCT.#030-0065562-000	402-6-653-251-000	3,309.22
Vendor DEERE CREDIT, INC Total:					13,236.88
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9402576099	10/07/2021	ACCT.#926628	402-6-653-291-000	12,542.13
ERGON ASPHALT EMULSION	9402576099	10/07/2021	ACCT.#926628/INV.#940258	402-6-653-291-000	-5,577.31
ERGON ASPHALT EMULSION	9402576100	10/07/2021	ACCT.#926628/INV.#940257	402-6-653-291-000	-3,655.06
ERGON ASPHALT EMULSION	9402576100	10/07/2021	ACCT.#926628	402-6-653-291-000	5,577.31
ERGON ASPHALT EMULSION	9402580945	10/14/2021	ACCT.#926628	402-6-653-291-000	3,580.36
ERGON ASPHALT EMULSION	9402582860	10/18/2021	ACCT.#926628	402-6-653-291-000	454.62
ERGON ASPHALT EMULSION	9402582861	10/18/2021	ACCT.#926628	402-6-653-291-000	1,064.96
ERGON ASPHALT EMULSION	9402584002	10/19/2021	ACCT.#926628	402-6-653-291-000	1,077.90
ERGON ASPHALT EMULSION	9402584401	10/14/2021	ACCT.#926628	402-6-653-291-000	3,150.55
ERGON ASPHALT EMULSION	9402584411	10/14/2021	ACCT.#926628	402-6-653-291-000	2,204.11
ERGON ASPHALT EMULSION	9402584421	10/07/2021	ACCT.#926628	402-6-653-291-000	5,112.37
Vendor ERGON ASPHALT EMULSIONS INC Total:					25,531.94
Vendor: F&H INVESTMENTS, LLC					
F&H INVESTMENTS, LLC	CC023015	10/27/2021	LEASE/110 E. MESCALERO R	635-6-682-375-000	11,500.00
Vendor F&H INVESTMENTS, LLC Total:					11,500.00
Vendor: GWC CONSTRUCTION INC					
GWC CONSTRUCTION INC	10182021-01	10/18/2021	CHECK FOR MOLD	401-6-692-257-000	1,294.00
Vendor GWC CONSTRUCTION INC Total:					1,294.00
Vendor: ITS/QUEST INC					
ITS/QUEST INC	602604	10/20/2021	COMPANY #20496	402-6-653-104-000	516.31
Vendor ITS/QUEST INC Total:					516.31
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	14-1	10/28/2021	ACCT.#3357431	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	20-5	10/28/2021	ACCT.#3356805	402-6-653-251-000	1,584.93
Vendor KANSAS STATE BANK OF MANHATTAN Total:					3,232.33
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC023009	10/01/2021	PEST CONTROL SERVICE	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC023010	10/01/2021	PEST CONTROL SERVICE	412-8-815-267-000	53.92
MIRANDA PEST CONTROL	CC023011	10/01/2021	PEST CONTROL SERVICE	412-8-815-267-000	64.70
MIRANDA PEST CONTROL	CC023012	10/01/2021	PEST CONTROL SERVICE	412-8-815-267-000	26.96
Vendor MIRANDA PEST CONTROL Total:					172.54
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC023029	10/21/2021	ACCT.#075706312-0781188-	412-8-815-341-000	49.29
Vendor NEW MEXICO GAS COMPANY INC Total:					49.29
Vendor: NORTHSTAR PLUMBING & HEATING					
NORTHSTAR PLUMBING & H	6426	10/01/2021	LABOR & MATERIAL	401-6-696-257-000	635.69
Vendor NORTHSTAR PLUMBING & HEATING Total:					635.69
Vendor: PECOS FENCING, LLC					
PECOS FENCING, LLC	CC023018	10/25/2021	LABOR & MATERIAL	452-8-832-260-000	1,289.12
Vendor PECOS FENCING, LLC Total:					1,289.12
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	11685567-7	10/19/2021	ACCT.#7900011001689986	401-6-619-339-000	2,000.00
Vendor QUADIENT FINANCE USA, INC Total:					2,000.00
Vendor: REGENTS OF NEW MEXICO					
REGENTS OF NEW MEXICO	CC023008	10/25/2021	ANNUAL ALLOCATION/FY 21-	401-6-671-455-000	26,365.25
Vendor REGENTS OF NEW MEXICO Total:					26,365.25
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC023020	10/18/2021	ACCT.#54-3949471-2	650-6-684-341-000	12,885.96
SOUTHWESTERN PUBLIC SER	CC023021	10/18/2021	ACCT.#54-3943737-1	401-6-691-243-000	30.29
SOUTHWESTERN PUBLIC SER	CC023022	10/14/2021	ACCT.#54-3943719-9	401-6-691-243-000	35.47
SOUTHWESTERN PUBLIC SER	CC023023	10/18/2021	ACCT.#54-3949421-2	412-8-815-341-000	153.63
SOUTHWESTERN PUBLIC SER	CC023024	10/14/2021	ACCT.#54-3943725-7	408-8-812-341-000	94.58

Expense Approval Register

Packet: APPKT01880 - CHECK RUN/10/28/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWESTERN PUBLIC SER	CC023025	10/18/2021	ACCT.#54-1485939-1	401-6-693-341-000	28.99
SOUTHWESTERN PUBLIC SER	CC023026	10/18/2021	ACCT.#54-3943703-1	401-6-691-243-000	26.20
SOUTHWESTERN PUBLIC SER	CC023027	10/18/2021	ACCT.#54-3943686-9	401-6-691-243-000	40.14
SOUTHWESTERN PUBLIC SER	CC023028	10/21/2021	ACCT.#54-8936266-1	412-8-815-341-000	74.19
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					13,369.45
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2021-015	10/25/2021	PROFESSIONAL SERVICES	401-6-611-260-000	8,090.63
Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:					8,090.63
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	30317901	10/20/2021	ACCT.#014-1392174-000	401-6-631-251-000	155.18
VISUAL EDGE, INC	30334923	10/22/2021	ACCT.#016-1539862-000	670-6-671-375-000	166.06
VISUAL EDGE, INC	30346378	10/25/2021	ACCT.#017-1663046-000	670-6-671-375-000	2,988.77
VISUAL EDGE, INC	30358396	10/26/2021	ACCT.#003-1344694-000	670-6-671-375-000	128.07
Vendor VISUAL EDGE, INC Total:					3,438.08
Grand Total:					180,627.19

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	62,013.17
402 - ROAD FUND	72,319.96
408 - EAST GRAND PLAINS VOLFIRE	94.58
412 - SIERRA VOLUNTEER FIRE FND	449.65
427 - INDIGENT HOSPITAL CLAIMS	737.88
452 - FLOOD CONTROL	5,076.68
635 - EMERGENCY/CAPITAL OUTLAY	23,766.41
650 - DETENTION CONSTRUCTION PJ	12,885.96
670 - INTERNAL SERVICES	3,282.90
Grand Total:	180,627.19

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-016-000	GLOBE LIFE PAYABLE	2,584.50
401-6-611-260-000	PROFESSIONAL SERVICE	8,090.63
401-6-619-339-000	POSTAGE/FREIGHT	2,000.00
401-6-631-251-000	RENTALS	155.18
401-6-671-455-000	COOPERATIVE EXTENSIO	26,365.25
401-6-691-243-000	HIGHWAY LIGHTS	132.10
401-6-692-257-000	FACILITY MAINTENANCE	1,294.00
401-6-692-267-000	CONTRACTUAL SERVICES	17,576.83
401-6-693-341-000	UTILITIES	28.99
401-6-696-257-000	FACILITY MAINT/REPAIR	635.69
401-7-721-267-000	CONTRACTUAL SERVICES	3,150.00
402-2-200-016-000	GLOBE LIFE PAYABLE	633.97
402-6-653-104-000	TEMPORARY SALARIES	516.31
402-6-653-223-000	VEHICLE FUELS	4,312.80
402-6-653-230-000	SUPPLIES/TOOLS	925.07
402-6-653-251-000	RENTALS	20,170.36
402-6-653-291-000	ROAD PROJECTS-OTHER	45,761.45
408-8-812-341-000	UTILITIES	94.58
412-8-815-267-000	CONTRACTUAL SERVICES	172.54
412-8-815-341-000	UTILITIES	277.11
427-2-200-016-000	GLOBE LIFE PAYABLE	88.00
427-6-639-296-000	INDIGENT BURIAL	649.88
452-2-200-016-000	GLOBE LIFE PAYABLE	144.48
452-8-832-223-000	VEHICLE FUELS	3,602.18
452-8-832-260-000	PROFESSIONAL SERVICE	1,289.12
452-8-832-341-000	UTILITIES	40.90
635-6-671-401-000	ROSWELL - EMERGENCY	12,266.41
635-6-682-375-000	LEASE PURCHASES	11,500.00
650-6-684-341-000	UTILITIES	12,885.96
670-6-671-375-000	LEASE PURCHASE PAYME	3,282.90
Grand Total:	180,627.19	

Project Account Summary

Project Account Key	Expense Amount
None	180,627.19
Grand Total:	180,627.19

Approved for Payment
Riccia Severo



Chaves County, NM

Expense Approval Register

Packet: APPKT01882 - CHECK RUN/10/28/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WAIDE CONSTRUCTION INC.					
WAIDE CONSTRUCTION INC.	7	10/01/2021	PROJECT #18-C-NR-I-01-G-18	645-6-692-447-608	21,870.02
			Vendor WAIDE CONSTRUCTION INC. Total:		<u>21,870.02</u>
			Grand Total:		<u><u>21,870.02</u></u>

Fund Summary

Fund	Expense Amount
645 - C.D.B.G.	21,870.02
Grand Total:	21,870.02

Account Summary

Account Number	Account Name	Expense Amount
645-6-692-447-608	CONSTRUCTION	21,870.02
Grand Total:		21,870.02

Project Account Summary

Project Account Key	Expense Amount
None	21,870.02
Grand Total:	21,870.02

[Handwritten Signature]
Approved for Payment

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: 10-1-21
Packet# 01851

Date: 10-15-21
Packet# 01870

Date: _____
Packet# _____

Date: 10-7-21
Packet# 01860

Date: 10-22-21
Packet# 01876

Date: _____
Packet# _____

Date: 10-15-21
Packet# 01863

Date: 10-28-21
Packet# 01880

Date: _____
Packet# _____

Date: 10-15-21
Packet# 01867

Date: 10-28-21
Packet# 01882

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

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

10/01/2021-10/31/2021

CLERK FEES (EQUIPMENT)	\$ 5,852.00
GEN CLERK'S FEES	\$ 17,639.00
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 375.00
PROBATE	\$ 778.06
PHOTOCOPIES.....	\$ 832.86
GOVT GROSS RECEIPTS TAX	\$ 183.29
TOTAL AMOUNT:	\$25,660.21
TOTAL DOCUMENTS FILED	883
NEW MARRIAGE LICENSES	25
NEW PROBATES	19
NEW SURVEYS	3
NEW PLATS	1
VOTER CHANGES	132
NEW REGISTRANTS	23
REPUBLICANS	17216
DEMOCRATS	9313
LIBERTARIANS	312
OTHER	7712

October 2021 P-Card Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$340.77
401-6-612 Total	County Manager	\$209.32
401-6-613 Total	Human Resources	\$2,954.34
401-6-614 Total	Safety	\$56.25
401-6-616 Total	Fire & Emergency Services	\$60.86
401-6-619 Total	Working Capital	\$261.30
401-6-621 Total	Public Works	\$159.73
401-6-622 Total	Information Technology	\$5,942.27
401-6-624 Total	Planning & Zoning	\$1,901.10
401-6-625 Total	Purchasing	\$219.59
401-6-631 Total	Finance Dept	\$379.51
401-6-632 Total	Community Development	\$311.30
401-6-641 Total	Detention Administration	\$554.40
401-6-642 Total	Adult Detention	\$1,357.89
401-6-645 Total	Juvenile CCJD	\$61.01
401-6-691 Total	Facility Maintenance	\$3,614.82
401-6-692 Total	Courthouse Maintenance	\$3,276.27
401-6-693 Total	Facility Maintenance. Health Dept.	\$528.60
401-6-694 Total	Facility Maintenance. CC Road Dept.	\$195.97
401-6-696 Total	Operating Exp - CCDC	\$1,976.35
401-6-699 Total	St. Mary Complex	\$45.42
401-7-721 Total	Clerk Admin	\$777.51
401-7-722 Total	Clerk Bureau Elec.	\$91.66
401-7-731 Total	Assessor Admin	\$5,084.83
401-7-741 Total	Treasurer Dept.	\$528.77
401-7-751 Total	Sheriff Admin	\$5,678.83
401-7-752 Total	Sheriff Patrol & Investigation	\$2,411.21
402-6-651 Total	Road Admin	\$1,393.55
402-6-652 Total	Road Shop	\$304.67
402-6-653 Total	Road Construction & Maintenance	\$34,483.11
402-6-654 Total	Road Vector Control	\$7.99
407-8-811 Total	Dunken FD	\$344.11
408-8-812 Total	East Grand Plains FD	\$582.60
409-8-813 Total	Penasco FD	\$599.22
410-8-816 Total	Midway FD	\$1,852.62
411-8-814 Total	Berrendo FD	\$5,199.40
412-8-815 Total	Sierra FD	\$5,251.03
413-8-818 Total	Rio Felix FD	\$526.56
414-8-819 Total	Fire District #8	\$356.27
427-6-638 Total	Indigent	\$230.62

430-7-753 Total	Law Enforcement	\$9,187.00
432-7-761 Total	DWI	\$262.59
432-7-766 Total	DWI	\$5,230.00
452-8-832 Total	Flood Dept.	\$4,264.30
628-7-733 Total	Assessor	\$360.78
631-8-872 Total	Other Grants and Contracts	\$2,761.91
635-6-682 Total	Emergency & Capital Outlay	\$1,999.00
650-6-684 Total	CCDC Construction Fund	\$9,687.71
670-6-671 Total	Internal Services	\$4,586.24
Grand Total		\$128,451.16

**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

October 2021

MAN-HOURS	6,952.00	
MANPOWER COST		\$233,872.33
MAN-HOURS ON ROAD PROJECTS	5,512.00	
MANPOWER COST ON ROAD PROJECTS		\$189,520.51
MILES BLADED	113.35	
MILES MOWED	0.00	
VEHICLE MILEAGE and OFF-ROAD HOURS	4,925.90	
VEHICLE AND EQUIPMENT COSTS		\$215,908.50
GALLONS WATER HAULED	282,250.00	
COST OF CITY WATER		\$881.30
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	260.00	\$4,710.90
BASE COURSE USED ON ROAD PROJECTS	480.00	\$1,603.20
COLD MIX USED ON ROAD PROJECTS	56.70	\$5,783.40
FINES USED ON ROAD PROJECTS	20.00	\$178.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	230.00	\$1,380.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$59,477.26
DEMURRAGE		\$0.00
GAS (gallons)	1825.40	\$4,780.18
DIESEL (gallons)	7471.62	\$22,435.04
GAS - Dunken (gallons)	287.60	\$747.33
DIESEL - Dunken (gallons)	188.00	\$491.11
COST OF ROADWORK		\$507,896.74
COST OF SOLID WASTE		\$9,968.89


JOE E. WEST
ROAD OPERATIONS DIRECTOR

**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

September 2021

MAN-HOURS	7,779.75	
MANPOWER COST		\$263,562.60
MAN-HOURS ON ROAD PROJECTS	6,234.75	
MANPOWER COST ON ROAD PROJECTS		\$215,030.47
MILES BLADED	167.23	
MILES MOWED	0.00	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,124.65	
VEHICLE AND EQUIPMENT COSTS		\$211,362.05
GALLONS WATER HAULED	112,900.00	
COST OF CITY WATER		\$451.60
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	1,750.00	\$33,757.50
BASE COURSE USED ON ROAD PROJECTS	130.00	\$434.20
COLD MIX USED ON ROAD PROJECTS	125.00	\$12,162.00
FINES USED ON ROAD PROJECTS	20.00	\$178.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	80.00	\$480.00
RIP RAP USED ON ROAD PROJECTS	20.00	\$400.00
ROAD OIL		\$143,342.81
DEMURRAGE		\$0.00
GAS (gallons)	2423.40	\$6,160.14
DIESEL (gallons)	6667.63	\$16,756.48
GAS - Dunken (gallons)	302.10	\$769.34
DIESEL - Dunken (gallons)	386.00	\$970.98
COST OF ROADWORK		\$642,255.57
COST OF SOLID WASTE		\$11,832.96


JOE E. WEST
ROAD OPERATIONS DIRECTOR

CCSO Mileage Report
OCTOBER 2021

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	McNamee, Angela	159,196	160,236	1040
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	114,466	115,900	1434
905	2017	Ford	F-150	Hohle, Doug	78,850	79,385	535
907	2011	Ford	F-250 Crew Cab	Spare	230,916	230,916	0
908	2013	Ford	Taurus	Martinez, Joshua	154,404	154,852	448
909	2019	Ford	F-150	Hite, Laura	38,695	40,327	1632
910	2014	Ford	F-150 4x4	Thompson, Justin	105,090	105,945	855
911	2016	Ford	Expedition 4x4	Spare	104,580	104,580	0
913	2016	Ford	Expedition 4x4	Parmer, Jeremy	80,623	81,160	537
914	2018	Ford	Taurus	Smothermon, Cody	65,876	68,374	2498
915	2008	Dodge	Charger	Hardy, Travis	104,775	105,431	656
916	2018	Ford	Explorer	Beagles-Clar, Amanda	77,791	79,801	2010
917	2018	Ford	Explorer	Lueras, Ben	79,705	81,445	1740
918	2006	Ford	Van	Transport-Not in service	121,454	121,454	0
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	48,800	50,278	1478
923	2005	Ford	F-150	Spare-CID	118,280	118,280	0
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	79,256	79,810	554
930	2014	Ford	Taurus	Perez, Agustin	59,667	60,089	422
931	2008	Ford	Crown Victoria	Spare	122,139	122,139	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	70,846	72,486	1640
934	2017	Ford	Explorer	Conklin, Benjamin	121,656	122,768	1112
935	2017	Ford	Explorer	Delgado, Ricardo	103,451	104,764	1313
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	173,102	174,730	1628
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	137,310	137,976	666
946	2014	Ford	Taurus	Spare	131,119	131,119	0
947	2013	Chevy	Tahoe	Burned Unit-County Yard	66,287	66,287	0
948	2011	Ford	Crown Victoria	Spare	128,256	128,256	0
951	2010	Ford	Crown Victoria	McDaniel, Dallas	101,290	101,542	252
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	134,106	134,451	345
957	2014	Ford	Taurus	Broesamle, Chris	136,830	137,096	266
960	2007	Ford	Crown Victoria	Spare	117,120	117,120	0

961	2018	Ford	Van	Transport	22,740	23,196	456
962	2015	Dodge	Caravan	Transport	142,783	143,823	1040
966	2020	Ford	F-150	Ray, Mike	6,566	7,028	462
967	2019	Ford	F-150	Drake, Charles	22,258	24,603	2,345
968	2019	Ford	F-150	Herrington, Mike	7,746	8,353	607
969	2019	Ford	F-150	Yslas, Charles	16,110	16,633	523
970	2019	Ford	F-150	Mason, James	11,090	11,795	705
971	2019	Ford	F-150	Shannon, Mike	16,777	18,400	1,623
977	2019	Ford	F-150	Silvas, Pedro	53,097	54,648	1551
978	2019	Ford	F-150	Ramos, Raul	36,464	39,313	2849
979	2020	Ford	F-150	Barrientos, Miguel	32,807	34,440	1,633
980	2020	Ford	F-150	Sedillo, Tony	24,531	25,506	975
981	2020	Ford	F-150	Hendrix, Scott	42,540	45,480	2940
982	2020	Ford	F-150	Whitzel, David	22,629	24,284	1,655
983	2020	Ford	F-150	Salas, Andres	30,517	32,288	1,771
985	2020	Dodge	Caravan	Transport	7,180	8,189	1,009
989	2011	Chevy	Tahoe	Sanchez, Kim	126,776	129,065	2,289
994	2020	Ford	F-150	Nava, Isaac	25,355	26,743	1,388
995	2020	Ford	F-150	Cassidy, Maria	22,802	23,554	752
996	2020	Ford	F-150	Cobos, Isaac	27,242	29,698	2,456
997	2020	Ford	F-150	McKelvey, Joshua	18,557	20,616	2,059
998	2007	Ford	Fusion	Bell, Sarah	29,036	29,332	296
999		Ford	F-550 Diesel	Crime Scene Truck	214,877	214,877	0
						TOTAL:	54445

**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
October 2021

Total Number of Arrests: 75
Adult: 74
Juvenile: 1

Total Number of DWI's: 9

Total Number of Arrest Citations: 5
Adult: 0
Juvenile: 5

Total Number of Non-Traffic Citations: 0
Total Number of Traffic Citations: 65
Total Number of Warning Traffic Citations: 4

Total Number of Accident Reports: 23

Business Development Manager's Report November 2021

Continuing to conduct Business Retention and Expansion visits and calls. I contacted a total of 32 businesses for the month of October. The concerns I'm hearing from a few businesses are supply chain shortages of materials.

- Helped organize an Employer Workshop. We partnered with the City of Roswell and the NM Department of Workforce Solutions to provide an Employer Workshop. The purpose of this event was to provide tools and resources to help employers with their hiring needs. They discussed different topics and resources that are available to assist employers.
 - Helped setup tables and chairs.
 - Decorated the tables for the venue.
 - Set up the catering for the menu.
 - Called and emailed different employers throughout our community to attend. We had a total of fifty-three people attend the workshop.

- We hosted a hiring event on November the 4th from 4:00-7:00. I helped organize the event by contacting businesses to promote the hiring event.
 - I called, emailed, and dropped off flyers throughout our community to let employers and jobseekers know of the event.
 - The Department of Workforce Solutions partnered with us. They had a resource table at our hiring event to assist job seekers and employers with their needs.
 - A total of 27 businesses participated in the hiring event.
 - We had a 146 people show up.
 - Helped set up tables and chairs for the event.
 - Passed out Hiring Event flyers at the City's Halloween Festival.
 - Dropped off flyers for McDonalds to pass out through their drive through.
 - Called to put an ad on the radio.

- Helped organize and attended SNMEDD COG Economic Recovery and Resilience focus group discussions we hosted in our office.
 - Set up tables and chairs.
 - Decorated the tables.
 - Picked up meals for breakfast and lunch for everyone who attended.

- Attended UFO Festival Planning meeting. UFO Festival 2022 will be the 75th Anniversary.

- Leadership Roswell Program 2022
 - The County hosted us at three different locations throughout the day. We learned about the County operations with our County Manager, County staff members, and two County Commissioners. We also took a tour of the Detention Center. Mike Espiritu came in and

spoke to everyone about the role the RCCEDC does for our community.

- We had new members for the month of October:
 - Ascent Aviation **\$5,000 Executive**
 - Carr, Riggs & Ingram **\$1,000 Director**

Total \$ 6,000
- Continuing to work on our program the Business Showcase. The program will provide free marketing for our members and hopefully get them some more business or new opportunity.
 - The business showcase program is for our director level and higher members. We will 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 November is Richland Auto Group. An article talking about the businesses were posted on our website and on Facebook and was shared with our members.**

Richland Auto Group

"Richland Auto Group is an automobile dealership located in Roswell, NM. Richland was formerly Desert Sun Motors, until purchased by Travis Hicks in September of 2019. Richland is a full-service automobile dealership, including sales, service, parts and a collision center. Richland has two sales locations, 2601 West Second, and 1309 South East Main Street in Roswell. Richland Collision Center is at 2912 West Second Street. Richland carries Chevrolet, GMC, Buick, Cadillac, Jeep, Dodge, Ram and Chrysler brands of vehicles as well as a large selection of all types of used vehicles. Richland has about 80 employees, contributes to the community through community events, sports and school fundraisers. "

2601 W. 2nd Street
Roswell, NM 88201

<https://www.rlchevrolet.com/>

Month of __November ____, 2021__

Business Retention and Expansion Report

Total number of Businesses contacted:16

List of Businesses contacted:

Name	Name	Name
Albertson's	Target	
Amigo Tax Service	Telco Roswell NM Federal	
BNSF Railroad Company	Tobosa	
Domino's Pizza	Developmental Services	
Hike it & Spike it	WaFd Bank	
Kam Tech		
Luna Law		
Olympian Cosmetology School		
Pecos Valley Broad Casting		
State Farm		
Southwestern Wireless		

Membership Report

Total of members contacted

List of members contacted:17

Name	Name	Name
City of Roswell	Stellar Coffee	
Edward Jones	Summit Foods	
Farm Bureau	Swickard Agency	
Farmer's County Market	Trans Aero Med Evac	
First American Bank	Valley Bank	
Nu Mex Plastics		
P7 LLC		
Ranchline Inc/ P3CO Inc		
Red Mountain Arsenal		
Rhoads		
Richland Auto Group		
Snowberger Enterprises		

Total New Members: 2

List of new members, level of membership, and amount: \$6000.00

220 N. Main St. | P.O. Box 849 | Roswell, New Mexico 88202-0849 | 575.622.1975



President's Report November 2021

- Business Recruitment and Attraction:
 - In collaboration with a company and Xcel Energy, discussed possible land locations. Sites are being considered and awaiting on company's due diligence.
 - Meetings and discussions with several solar companies seeking community solar garden opportunities up to utility grade size. They are seeking land options to which we researched and provided possible options for their consideration once the state's PRC enacts the rules for these solar gardens.
 - Met with a retail strategies firm that provides artificial intelligence and data collection to highlight possible new retail opportunities which may fit our demographic. We are considering how to possibly utilize some of their services in the future.
 - Meeting with a national developer interested in a new medical-type enterprise in the city. The project is several million dollars of capital investment, with the potential to create over 50 new jobs. Project timeline, if they are successful, will occur over the next 8-10 months.

- Business Retention and Expansion:
 - In coordination with the City of Roswell and the NM Department of Workforce Solutions, we held an Employer Workshop on October 21, 2021, at the Convention Center. The intent was to provide local employers information of the tools and resources available to them as they seek to hire additional employees. These tools also included access to grant funding and many other ideas to consider helping manage their operations from a hiring perspective. It was well attended, and the state's Workforce Cabinet Secretary gave the initial presentation to the group.
 - We plan to host our third Hiring Event in November to assist local employers. The difference in this event is those job seekers who have applied for unemployment benefits must attend to be eligible for the benefit. An update will be provided at next month's report.
 - We finalized and awarded a Façade Grant of \$5,000 to J&S Holdings for the exterior renovation of the building on the corner of N. Main and 2nd Street. Work is still in progress but should enhance this highly trafficked corner of the city.
 - Met with the new Director for WESST, a local business consulting company which helps local entrepreneurs start their own businesses. We intend to partner with them as we assist those in Roswell-Chaves County seeking to create a new business venture.

- Meet with senior executives with CAVU Aerospace and the City Manger to help support and assist their company with the “Doghouse” project, which will allow for them to house taller and wider aircraft and help drive other markets to their profitability. This project will also create additional new jobs for them and our area.
 - Had virtual meetings with a company that supports and assists communities in recruiting remote workers. Featured in USA Today and other affiliates, the company supports crating a strong community message and provides links to those who may be desiring to relocate, who are already employed. We will continue to explore these options as we work towards growing our local workforce.
 - The Roswell Opportunity for Advancement Revolving Fund (ROAR) is a financially seeded program by the City which allows us to create low interest loans to our small business community in support of growing their businesses. It’s intended to compliment sources of financial assistance in the public and private arena to develop and enhance city growth. It also is designed to participate with commercial and public lenders in projects that present expanded employment opportunities in the city, to improve the economic vibrancy. The EDC Finance Committee has nearly completed their actions and soon, the EDC will be “rolling-out” this new financial opportunity.
- Workforce Development:
 - Attended several meetings with Roswell Independent School District and the Hagerman Independent School District From certifications to next steps in the Career Technical Education program. A spring Industry Day is being planned for students in the 11-12 grade level with local businesses.
 - Meet with the Higher Learning Commission team visiting and inspecting the Eastern New Mexico University-Roswell campus and provided remarks on the impact the university has in our community and the developmental actions of programs to create tomorrow’s workforce.
 - Meet with CAVU Aerospace and the state’s regional Apprenticeship coordinator to discuss job shadowing for 4-5 local high school students next year, and possible new apprenticeship pathways for students with them.
 - Newly appointed to the Eastern Area Workforce Development Board of Directors, attended their monthly meeting to represent Roswell and Chaves County as it pertains to financial opportunities and other programs for our local employers.
- Advocacy and other work product:
 - Testified and advocated for the new Municipal Infrastructure Reimbursement Program (MIPR), a housing incentive program at both the Roswell City Infrastructure Committee and City Council meetings. This rebate program refunds

back to a developer's cost for public utilities to ease those developmental costs. The rebate is based upon project location, size of infrastructure need, and is provided once the dwelling is completed with a Certificate of Occupancy. Our testimony was to recognize the city for creating an incentive that supports development of critical housing needs in the city. (See attached from the City Council meeting archives).

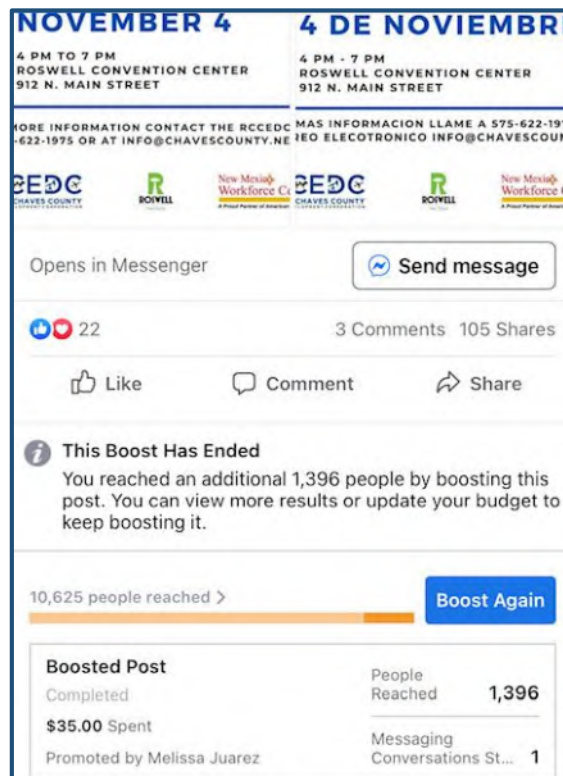
- Hosted the Southern New Mexico Economic Development District Council of Governments ERT Focus Group for Chaves County at the EDC.
 - Selected to be recognized at the Eastern New Mexico University-Roswell annual Foundation Banquet with their Diamond Service Award for the EDC's work with ENMU-R. Banquet is scheduled for December 14, 2021.
 - Received draft version of fiscal year 2020-2021 audit, to be distributed once received.
 - Testified and support the city's purchase of a Rubb Building system, which was heavily discounted, at both the City's Infrastructure and full Council meetings. Both groups fully supported purchase.
 - Certified Sites program update for the 44-acre parcel at the Air Center: Both ESA Phase I and Geo-technical borings/study have been completed and provided to Xcel Energy for their Certified Sites program for review and approval. Have spoken with BNSF Railways for a dual certification.
 - Attended the annual International Economic Development Council conference.
- Attended the following meetings and events this past month:
 - Presentation at the Pecos Rotary club and, also attended the Rotary Club of Roswell monthly meeting.
 - Attended meeting with Leprino Foods and others to discuss current state of county dairies and their support to their production.
 - Attended a virtual meeting with a retail data collection and strategy company which helps identify retail gaps for possible opportunities with companies which may fit our current market.
 - Met with the Youth Career Program team at the local Workforce Solutions offices to identify youth programs for their entry into the local workforce.
 - Bi-weekly meetings with Roswell City Community Development Director to discuss local issues and project support.
 - A Trustee for Eastern NM Medical Center, I attended their monthly board meeting.
 - A board member of the state's Eastern Area Workforce Development Board.
 - Attended the monthly Chaves County Commission, City of Roswell Council, and Roswell City Airport Advisory Commission meetings.

- Attended the joint County-City meeting outlining the joint resolution in support of the Roswell Air Center.
- Several meetings with the NM Department of Workforce Solutions which created the Employer Workshop (first in the state) October 21st, and another Hiring Event on November 4th.
- Ron Taylor, NCCER Virtual Training Certification programs (Construction and welding trades) for workforce development.
- Rhonda Smith, WESST
- Virtual meeting with Placer Artificial Intelligence company to analyze workforce development gaps.
- Virtual meeting with “Liveability”, a community and talent attraction publication company.

Project Manager's Report November 2021

- Workforce Development
 - We partnered with the Department of Workforce Solutions and the City of Roswell to host an Employer Workshop. The workshop was held on October 21st. The purpose of the event was to provide employers the tools and resources that could help them with their hiring needs. The state's Workforce Department Deputy Cabinet Secretary and senior staff were there to provide answers their questions. We had 54 people attend the workshop.
 - We held a hiring event on November 4th at the Roswell Convention Center from 4 PM to 7 PM.
 - A total of 27 businesses participated in the job fair.
 - Combined, the 27 businesses had over 150 different positions available that they were hiring for.
 - We had 146 job seekers at the job fair.
 - We will be reaching out to businesses to see how many employees each business hired on.
 - Employers did interviews on the spot and hired on the spot.
 - We gave surveys to the participants and got positive feedback from them. They felt the time of the event worked better. They also saw more qualified candidates come through compared to previous events.
 - Workforce Solutions talked to businesses and people who went to the job fair. The informed them on the resources they have available for those who are looking for employees and those who are looking for employment.
- Continued to assist ENMU-R with Connecting Minority Communities Pilot Program Grant. The purpose of the grant is to provide subsidized broadband access and equipment to qualified low-income/in-need students and communities. With the grant money they will purchase tablets and hotspots for the lower valley communities to have access to. They will also offer some basic computer literacy course in English and Spanish. Other courses will be offered on how to use Office programs and possibly QuickBooks. There will be locations with these resources in Lake Arthur, Hagerman, Dexter, Midway, and Roswell. I have helped locate locations in our lower valley communities.
- ENMU-R had their comprehensive accreditation review by the Higher Learning Commission (HLC) on October 18-19th. Part of this process requested input from community members. I attended and testified in support.

- Attended the annual IEDC conference from October 3-6. It was a very information conference. There were interactive sessions led by industry experts and reputable keynote speakers. I had the opportunity to attend the sessions that would be more beneficial to me and our community.
- Have been attending the UFO Planning meetings. UFO Festival 2022 will be the 75th anniversary. Meetings will continue to be held to discuss planning for the event.
- Volunteered at the City of Roswell's Fall Festival. They held the festival on Halloween and needed volunteers. They partnered with Waymaker church on the event. There was trunk or treating, carnival games, as well as jolly jumpers for the kids.
- Attended several other meetings & webinars:
 - Main Street Roswell Board Meeting
 - ENMU-R Community Advisory Council
- Continuing to update and maintain EDC website as well as posting information on Facebook. There was a total of 468 sessions and 427 users on our website this month. We got 40 new followers on our Facebook page, reached 11,486 people, and had 1,127 engagements on our posts.
 - Boosted our Hiring Event post.
 - The post was shared 105 times and overall reached 10,625 people.
 - With the boost it reached 1,396.



Local Projects

- “Cattleman’s,” is a meat processing project. An individual has purchased the old Nature’s Dairy building and is where he and his partners plan to proceed with their project. We provided them assistance with incentives they may be eligible for.
- “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.**
- “Motor”, is a local individual who wants to manufacturer aircraft engine stands. This project would support our local MRO companies as well as other companies all over. He has the land for the project and was referred to the SBDC to help with a business plan. We are assisting him with potential incentives for the project. **No update.**
- “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. Company is working on financing options for the project. **No update.**
- “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: They are progressing and are moving forward on 2 New Mexico acquisitions for 2022 expansion. Those rollouts and results will dictate next steps here in Chaves County.**
- “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. Currently having issues due to supply chain.**

PROs from NM Partnership

- “Andes”, is an aerospace manufacturer from South America. **No update.**
- “Arc”, an outdoor recreation manufacturing operation **No update.**
- “Bumblebee”, data center project that provides processing and other similar energy intensive technology applications. **No update.**
- “Cali”, a California Manufacturing and Distribution Company that is s looking for a new location to relocate and expand existing operations. **No update.**
- “DAF”, a company that is considering New Mexico for an anaerobic digester - renewable natural gas project. **No update.**
- “Envision”, a company that is moving its data center/ cryptocurrency project from China to the U.S. Recent policy changes in China have prohibited block chain processors from operating in China. **No update.**
- “Falcon”, is a paper-based manufacturing company. **No update.**
- “Icarus”, the NM Partnership is working with a consultant representing a large-scale aerospace & defense related design and manufacturing facility. **No update.**
- “Independence”, 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. **No update.**
- “Jane” is an aircraft manufacturing project. **No update.**
- “Moon” is an aerospace/satellite company that is searching for a location to site their headquarters and light manufacturing operations. **No update.**
- “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. **No update.**
- “Sink”, a well-established Polish granite sink manufacturer. **No update.**

- “Space Construction”, an aerospace manufacturer project. Specifically requested only a few communities, Roswell being one of them. **No update.**
- “Sun House”, a hydroponic greenhouse to create about 100 jobs. . **No update.**
- “Swiss”, is a Swiss company that is doing a North American expansion of their solar PV manufacturing capabilities. **No update.**
- **“Waste Recycle” (new)**, the NMP is working with a firm who designs, builds, and tests waste transformation plants (gasification) which has the capability of converting multiple forms of waste into renewable energy solutions for the green economy. **Awaiting Results.**
- “UHT”, an ultra-high temperature pasteurized, shelf stable aseptic beverages manufacturing, processing and packaging facility. **No update.**